

SERFF Tracking Number: CLTR-126985496 State: Arkansas  
Filing Company: Federal Insurance Company State Tracking Number: 47784  
Company Tracking Number: CA5000 AR F  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness  
Product Name: Blanket Accident  
Project Name/Number: Blanket Accident/

## Filing at a Glance

Company: Federal Insurance Company

Product Name: Blanket Accident

TOI: H04 Health - Blanket Accident/Sickness

Sub-TOI: H04.000 Health - Blanket  
Accident/Sickness

Filing Type: Form

SERFF Tr Num: CLTR-126985496 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 47784

Co Tr Num: CA5000 AR F

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Authors: Susan Coulter, Stephanie  
Young, Lisa Williams

Date Submitted: 01/25/2011

Disposition Date: 03/09/2011  
Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Blanket Accident

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Blanket

Filing Status Changed: 03/09/2011

State Status Changed: 03/09/2011

Created By: Lisa Williams

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Filing Description:

Dear Commissioner:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Lisa Williams

On behalf of Federal Insurance Company, Coulter and Associates is filing the Catastrophic Accident Insurance policy which is a blanket accident policy. We have provided an authorization letter for your files.

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The program will be offered on a non-contributory basis to eligible members of defined blanket groups for covered activities/events, and will be marketed through agent/broker solicitation. These forms are designed to provide Accident Only coverage on a Blanket basis. No dependent coverage is provided.

These are new forms for Federal Insurance Company and will not supersede any form currently on file with the department.

The benefits available under this program are: Accidental Loss of Life and Dismemberment, Catastrophic Accident Cash, Catastrophic Accidental Medical Expense, Catastrophic Accident Lump Sum Permanent Total Disability, Catastrophic Accident Monthly Permanent Total Disability, Catastrophic Accident Partial Disability, Home Alteration or Vehicle Modification and Vocational Training Expense related to a covered Loss. The benefits available are described in Section I of the Policy.

Form CA3000 is the group application that will be completed by the policyholder. Form CA 1001 allows for administrative changes to be made to the policy. Examples of changes would be the addition or deletion of subsidiaries, address changes of the policyholder, or changes made to the schedule at renewal. CA5000 is the group policy issued to the policyholder for the benefit of the eligible persons of the group. CA5000AR-DOC is the description of coverage which will be issued to the insured persons, if required. Please note that this is a matrix filing; therefore each provision has its own unique form number.

A Statement of Variables is attached. Variable data is bracketed and may vary from case to case. Amounts may vary or provisions may be modified to fit a specific Policyholder's request. Variable data will never exclude or limit provisions required by the jurisdiction in which the policy is issued. Numerical data will comply with state minimum requirements. Bracketed text may be omitted if it does not apply. Some definitions, for example, are bracketed. If the term is not used because it is related to an optional benefit that is not selected, then the term will be omitted as inapplicable.

If you have any questions, please call me at (609) 443-1811 or email me at [lisa@coulter-and-associates.com](mailto:lisa@coulter-and-associates.com). Otherwise we look forward to your approval.

Sincerely,

Lisa P. Williams, FLMI  
Senior Compliance Consultant

## Company and Contact

### Filing Contact Information

Lisa Williams, consultant

[lisa@coulter-and-associates.com](mailto:lisa@coulter-and-associates.com)

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Project Name/Number: Blanket Accident/

379 Princeton-Hightstown Road 609-443-1811 [Phone]  
Stuie 15  
Cranbury, NJ 08512

### Filing Company Information

(This filing was made by a third party - coulterandassociatesinc)

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
15 Mountainview Rd	Group Code: 20281	Company Type: property and casualty
Warren, NJ 07059	Group Name: CHUBB	State ID Number:
(609) 443-7540 ext. [Phone]	FEIN Number: 13-1963496	

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### Filing Fees

Fee Required? Yes  
Fee Amount: \$210.00  
Retaliatory? Yes  
Fee Explanation: \$35.00 per form for domiciliary state of Indiana.  
6 forms x 35.00 = \$210.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$210.00	01/25/2011	44074182
Federal Insurance Company	\$90.00	02/03/2011	44343745

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/09/2011	03/09/2011
Approved-Closed	Rosalind Minor	02/14/2011	02/14/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	02/02/2011	02/02/2011	Lisa Williams	02/03/2011	02/03/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Catastrophic Accident Insurance	Lisa Williams	03/09/2011	03/09/2011

<i>SERFF Tracking Number:</i>	<i>CLTR-126985496</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Blanket Accident</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident/</i>		

## Disposition

Disposition Date: 03/09/2011

Implementation Date:

Status: Approved-Closed

HHS Status: Not Reported

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

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TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.000 Health - Blanket Accident/Sickness
Product Name:	Blanket Accident		
Project Name/Number:	Blanket Accident/		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Forms Listing	Approved-Closed	Yes
Form	Catastrophic Accident Insurance Policy	Approved-Closed	Yes
Form (revised)	Catastrophic Accident Insurance	Approved-Closed	Yes
Form	Accident-Only Hospital Cash Insurance	Replaced	Yes
	Description of Coverage		
Form	Endorsement	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Form	Arkansas Guaranty Association Notice	Approved-Closed	Yes
Form	Consumer Information Notice	Approved-Closed	Yes

<i>SERFF Tracking Number:</i>	<i>CLTR-126985496</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>47784</i>
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<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident/</i>		

## Disposition

Disposition Date: 02/14/2011

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

This submission is being approved with the understanding that Arkansas does not allow Binding Arbitration. Please refer to ACA 23-79-203.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Forms Listing	Approved-Closed	Yes
Form	Catastrophic Accident Insurance Policy	Approved-Closed	Yes
Form (revised)	Catastrophic Accident Insurance	Approved-Closed	Yes
Form	Accident-Only Hospital Cash Insurance	Replaced	Yes
	Description of Coverage		
Form	Endorsement	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Form	Arkansas Guaranty Association Notice	Approved-Closed	Yes
Form	Consumer Information Notice	Approved-Closed	Yes



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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 02/02/2011  
Submitted Date 02/02/2011

Respond By Date

Dear Lisa Williams,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Catastrophic Accident Insurance Policy, CA5000 (Form)
- Accident-Only Hospital Cash Insurance Description of Coverage, CA5000AR-DOC (Form)
- Endorsement, CA 1001 (Form)
- Application, CA3000 (Form)
- Arkansas Guaranty Association Notice, 4029 (Form)
- Consumer Information Notice, 4030 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$300.00. Please submit an additional \$90.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/03/2011  
Submitted Date 02/03/2011

Dear Rosalind Minor,

### Comments:

Thank you for your letter dated February 2, 2011.

### Response 1

Comments: In response to your concern, please find attached the requisite additional \$90.00 for filing fees.

### Related Objection 1

Applies To:

- Catastrophic Accident Insurance Policy, CA5000 (Form)
- Accident-Only Hospital Cash Insurance Description of Coverage, CA5000AR-DOC (Form)
- Endorsement, CA 1001 (Form)
- Application, CA3000 (Form)
- Arkansas Guaranty Association Notice, 4029 (Form)
- Consumer Information Notice, 4030 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$300.00. Please submit an additional \$90.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

### Changed Items:

No Supporting Documents changed.

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<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident/</i>		

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Lisa Williams, Stephanie Young, Susan Coulter

SERFF Tracking Number: CLTR-126985496 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: 47784  
 Company Tracking Number: CA5000 AR F  
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness  
 Product Name: Blanket Accident  
 Project Name/Number: Blanket Accident/

**Amendment Letter**

Submitted Date: 03/09/2011

**Comments:**

After submission, we realized the title of the Description of Coverage form was incorrect. As such, we have attached a revised form CA5000AR-DOC which is now correctly titled, "Catastrophic Accident Insurance." There are no other changes to the form and no policies have been issued.

Thank you for reopening the filing.

Lisa P. Williams, FLMI  
 Senior Compliance Consultant

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
CA5000AR-DOC	Certificate	Catastrophic Initial Accident Insurance					50.500	AR Catastrophic Accident DOC (3.9.11 Clean).pdf

SERFF Tracking Number: CLTR-126985496 State: Arkansas

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Company Tracking Number: CA5000 AR F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident

Project Name/Number: Blanket Accident/

## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 02/14/2011	CA5000	Policy/Cont ract/Fratern al Certificate	Catastrophic Accident Insurance Policy	Initial		47.000	AR Catastrophic Accident Policy (1.25.11 Clean).pdf
Approved- Closed 03/09/2011	CA5000AR -DOC	Certificate	Catastrophic Accident Insurance	Initial		50.500	AR Catastrophic Accident DOC (3.9.11 Clean).pdf
Approved- Closed 02/14/2011	CA 1001	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Endorsement	Initial		0.000	Change Endorsement for Cat Acc (CA1001).pdf
Approved- Closed 02/14/2011	CA3000	Application/ Enrollment Form	Application	Initial		0.000	CAT Acc Application.pdf
Approved- Closed 02/14/2011	4029	Other	Arkansas Guaranty Association Notice	Initial			Arkansas Guaranty Notice 4029.pdf
Approved- Closed 02/14/2011	4030	Other	Consumer Information Notice	Initial			Arkansas Consumer Information Notice 4030.pdf



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# Catastrophic Accident Insurance Policy

Issued by  
Federal Insurance Company

FOR

[POLICYHOLDER]

[Producer: XYZ, Inc.]  
[123 Any Street]  
[Any town, Any State]  
[Attn: John Smith]

Chubb Underwriting Office: [Federal Insurance Company]  
[15 Mountain View Road]  
[P O BOX 1615]  
[Warren, New Jersey 07061-1615 ]

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*Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

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**Please Read This Policy Carefully**

CA5000

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CA5001

# Insuring Agreement

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## Section I

*Chubb Group of Insurance Companies  
15 Mountain View Road, P.O. Box 1615  
Warren, New Jersey 07061-1615*

**Policyholder's** Name and Address:

[ABC, Inc.]  
[123 Main Street]  
[PO Box 123245]  
[Town, State, USA]

Policy Number: [1234-56 - 7890]

Effective Date: [01 - 01 - 2010]

Anniversary Date: [January 1]

*Issued by the stock insurance company  
indicated below:*

**FEDERAL INSURANCE COMPANY**

Incorporated under the laws of  
INDIANA

CA5002

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## Section II Policy Period and Company

### Policy Period

From: [01 - 01 - 2010]

To: [01-01-2011]

12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

### Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

**FEDERAL INSURANCE COMPANY** (Incorporated under the laws of Indiana)

[ *John J. Degnan* ] [ *W. Andrew Mason* ]

President

Secretary

[ *[Signature]* ]

Authorized Representative

CA5004



## Premium Summary

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Section I - Premium Due Date: [01 -01 - 2010]

### Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Amount Due: [\$500] [per **Insured Person**] [per year]

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract

CA5006

## Schedule of Benefits

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**Policyholder's Name:**  
[ABC, Inc.]

*Chubb Group of Insurance Companies  
15 Mountain View Road, P.O. Box 1615  
Warren, New Jersey 07061-1615*

*Issued by the stock insurance company  
indicated below:*

**FEDERAL INSURANCE COMPANY**  
Incorporated under the laws of  
INDIANA

CA6000

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### Section I - Insured Persons

The following are the **Insured Persons** under this policy:

<u>Class</u>	<u>Description</u>
[1] CA6002	[All students of the <b>Policyholder</b> .]

[If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes** of **Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.  
CA6004]

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### Section II - Hazard

The following is the **Hazard** for which insurance applies: **Covered Activity Hazard**

CA6010

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### Section III – Benefits

The following are **Benefit Amounts** provided under this policy:

#### [Accidental Loss of Life and Dismemberment

[Class] [1]

**Benefit Amount:** [\$100,000]

The following are **Accidental Loss of Life** and **Dismemberment** losses insured and the corresponding percentage of the **Benefit Amount**:

<b>Accidental:</b>	<b>Percent of Benefit Amount:</b>
<b>Loss of Life</b>	[100%]
<b>Loss of Speech and Loss of Hearing</b>	[100%]
<b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	[100%]
<b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	[100%]
<b>Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	[100%]
<b>Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)</b>	[50%]
<b>Loss of Speech or Loss of Hearing</b>	[50%]
<b>Loss of Thumb and Index Finger of the same hand</b>	[25%]

If an **Insured Person** has multiple **Accidental** Death & Dismemberment losses as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the losses suffered.  
CA6016]

#### [Catastrophic Accident Cash

[Class] [1]

[Initial] **Benefit Amount:** [\$50,000]  
[[Monthly] [Annual] **Benefit Amount:** [\$1,000]]  
**Elimination Period:** [180 days]  
[Maximum Number of [Monthly] [Annual] Payments: [60]]

CA6027]

#### [Catastrophic Accident Medical Expense

[Class] [1]

Maximum **Benefit Amount:** [\$500,000]  
**Deductible:** [\$25,000]  
**[Rehabilitation Benefit Amount:** [\$25,000]]

CA6040]

#### [Catastrophic Accident Lump Sum Permanent Total Disability

[Class] [1]

Maximum **Benefit Amount:** [\$500,000]  
**Elimination Period:** [365 days]

CA6064]

[Catastrophic Accident Monthly Permanent Total Disability

[Class] [1]

Monthly **Benefit Amount:** [\$1,000] per month

Maximum **Benefit Amount:** [\$500,000]

**Elimination Period:** [365 days]

CA6068]

[Catastrophic Accident Partial Disability

[Class] [1]

Monthly **Benefit Amount;** [\$1,000]

Maximum **Benefit Amount:** [\$13,000]

**Elimination Period:** [365 days]

CA6062]

[[Home Alteration] [or] [Vehicle Modification]

[Class][1]

[**Benefit Amount** for Home Alteration: [\$25,000]]

[**Benefit Amount** for Vehicle Modification: [\$25,000]]

[Maximum **Benefit Amount:** [\$50,000]]

CA6050]

[Vocational Training Expense

[Class] [1]

**Benefit Amount** [\$50,000]

CA6077]

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**[Section IV – Aggregate Limit of Insurance**

[\$1,000,000] per [Accident] [Hazard]

If more than one (1) **Insured Person** suffers a **Loss of Life** or **Dismemberment** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

CA6088

Insurance only applies for the **Classes, Hazards, Benefits** and losses that are specifically indicated as insured.

CA6090 ]

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## HAZARD

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### **Covered Activity Hazard**

**Covered Activity Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while an **Insured Person** is participating in **Covered Activity**.

**Covered Activity** means all those activities set forth below for which an **Insured Person** is insured under this policy:

1. [All [activities] on [or off] the **Policyholder's** premises, which are supervised [and] [or] sponsored by the **Policyholder**.]
2. [All [sporting activities] on [or off] the **Policyholder's** premises, which are supervised [and] [or] sponsored by the **Policyholder** [sports league].]
3. [Travel directly to and from the activities noted above if such transportation is arranged by the **Policyholder**. Travel is not included if transportation is in a privately owned vehicle.]
4. [Travel directly to and from the activities noted including transportation in a privately owned vehicle.]

CA5529

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## CONTRACT

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### Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

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#### [Accidental Loss of Life and Dismemberment]

We will pay the applicable **Benefit Amount**, shown in Section III of the Schedule of Benefits, if an **Accident** results in a covered **Loss of Life** or **Dismemberment** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Accidental Loss of Life** or **Dismemberment** must occur within one (1) year after the **Accident**.

##### *Disappearance*

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

##### *Exposure*

If an **Accident** resulting from an insured **Hazard** causes an **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure an **Insured Person** has a covered **Loss of Life** or **Dismemberment**, then such **Loss of Life** or **Dismemberment** will be insured under this policy.  
CA5010]

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#### [Catastrophic Accident Cash]

We will pay the [Initial] **Benefit Amount** for Catastrophic **Accident Cash** after the **Elimination Period**, both shown in Section III of the Schedule of Benefits, if an **Accident** results in an **Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia**. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within [180 days] after the **Accident**.

[We will pay the [Monthly] [Annual] **Benefit Amount** for Catastrophic **Accident Cash**, shown in Section III of the Schedule of Benefits, beginning one [month] [year] after the end of the **Elimination Period**. The [Monthly] [Annual] **Benefit Amount** is payable as long as the **Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia** continues until the earliest of the date:

1. the **Insured Person** dies;
2. the **Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia** ends; or
3. **We** have made the Maximum Number of [Monthly] [Annual] Payments shown in Section III of the Schedule of Benefits.]

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only one **Benefit Amount** applicable to the **Losses** suffered.  
CA5019]

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### [Catastrophic Accident Medical Expense

If, due to a covered **Accident**, an **Insured Person** incurs **Medical Expenses** then **We** will reimburse **Medical Expenses** up to the Maximum **Benefit Amount** for Catastrophic Accident Medical Expense shown in Section III of the Schedule of Benefits. The **Benefit Amount** for Catastrophic Accident Medical Expense is subject to the **Deductible** shown in Section III of the Schedule of Benefits. The **Medical Expenses** used to satisfy the **Deductible** must be incurred within [two (2) years] of the **Accident** or no **Medical Expenses** will be reimbursed under this benefit. The **Benefit Amount** for Catastrophic Accident Medical Expense is payable only for **Medical Expenses** incurred within [five (5) years] after the date of the **Accident**.

[Payment of the **Maximum Benefit Amount** for **Accident Medical Expense** is also subject to the following:

#### **Rehabilitation Benefit Amount**

If, due to a covered **Accident**, an **Insured Person** is not **Hospital** confined and requires **Rehabilitation**, then **Our** payment for such **Rehabilitation** and the office visits associated with such **Rehabilitation** will not exceed the **Rehabilitation Benefit Amount**, shown in Section III of the Schedule of Benefits.]

The **Benefit Amount** for Catastrophic Accident Medical Expense is payable on an excess basis. **We** will determine the **Reasonable and Customary Charge** for the covered **Medical Expense**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting amount but in no event will **We** pay more than the **Benefit Amount** for Catastrophic Accident Medical Expense, shown in Section III of the Schedule of Benefits.

The **Benefit Amount** for Catastrophic Accident Medical Expense does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 3) for treatment by a person employed or retained by the **Policyholder**;
- 4) for any injury occurring while fighting, except in self-defense;
- 5) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 6) for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

The **Benefit Amount** for Catastrophic Accident Medical Expense is payable in addition to any other applicable **Benefit Amounts** under this policy  
CA5030 ]

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### [Catastrophic Accident Lump Sum Permanent Total Disability

**We** will pay the Maximum **Benefit Amount** for Catastrophic Accident Lump Sum Permanent Total Disability after the **Elimination Period**, both as shown in Section III of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer **Permanent Total Disability**. [We will reduce the **Accidental Loss of Life Benefit Amount** payable under this policy by the **Benefit Amount** paid for the Catastrophic Accident Lump Sum Permanent Total Disability (Lump Sum) .]

Limitations for Catastrophic **Accident** Lump Sum **Permanent Total Disability**:

1. Insurance for Catastrophic **Accident** Lump Sum **Permanent Total Disability** does not apply to persons age [seventy (70)] or older on the date of the **Accident**.
2. If an **Insured Person** receives payment under the Catastrophic **Accident Partial Disability** benefit of this policy and becomes **Permanently Totally Disabled** as a result of the same **Accident**, then any benefit payable under this Catastrophic **Accident** Lump Sum **Permanent Total Disability** benefit will be reduced by the monthly **Benefit Amounts** already paid for the Catastrophic **Accident Partial Disability** benefit.

CA5054 ]

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[Catastrophic **Accident** Monthly **Permanent Total Disability**

We will pay the Monthly **Benefit Amount** for Catastrophic **Accident** Monthly **Permanent Total Disability** after the **Elimination Period**, both as shown in Section III of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer **Permanent Total Disability**. The **Permanent Total Disability** must be continuous during the period for which such **Benefit Amount** is payable. Our payment is subject to the Catastrophic **Accident** Monthly **Permanent Total Disability** Maximum Amount shown in Section III of the Schedule of Benefits.

The Monthly **Benefit Amount** for Catastrophic **Accident** Monthly **Permanent Total Disability** will be made until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** no longer has a **Permanent Total Disability**; or
- 3) on which total payments made for **Permanent Total Disability** equal the Catastrophic **Accident** Monthly **Permanent Total Disability** Maximum **Benefit Amount** shown in Section III of the Schedule of Benefits.

[We will reduce the **Accidental Loss of Life Benefit Amount** payable under this policy by any Monthly **Benefit Amounts** for Catastrophic **Accident** Monthly **Permanent Total Disability** already paid.]

Limitations for Catastrophic **Accident** Monthly **Permanent Total Disability**:

1. Insurance for Catastrophic **Accident** Monthly **Permanent Total Disability** does not apply to persons age [seventy (70)] or older on the date of the **Accident**.
2. If an **Insured Person** receives payment under the Catastrophic **Accident Partial Disability** benefit of this policy and becomes **Permanently Totally Disabled** as a result of the same **Accident**, then any benefit payable under this Catastrophic **Accident** Monthly **Permanent Total Disability** benefit will be reduced by the monthly **Benefit Amounts** already paid for the Catastrophic **Accident Partial Disability** benefit.

CA5058]

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[Catastrophic **Accident** Partial Disability

We will pay the Monthly **Benefit Amount** for Catastrophic **Accident** Partial Disability after the **Elimination Period**, both as shown in Section III of the Schedule of Benefits, if an **Insured Person** is **Partially Disabled** due to an **Accidental Bodily Injury**.



The **Benefit Amount** for **Catastrophic Accident Partial Disability** will be made until the earliest of the date:

- 1) the **Insured Person** no longer has a **Partial Disability**; or
- 2) on which total payments made for **Partial Disability** equal the Maximum **Benefit Amount** for **Partial Disability** shown in Section III of the Schedule of Benefits.

[We will reduce the **Accidental Loss of Life Benefit Amount** payable under this policy by any Monthly **Benefit Amounts** for **Catastrophic Accident Partial Disability** already paid.].  
CA5052]

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### [[**Home Alteration**] [or] [**Vehicle Modification**]

We will reimburse charges up to the **Benefit Amount** for [**Home Alteration**] [or] [the **Benefit Amount** for] [**Vehicle Modification**], shown in Section III of the Schedule of Benefits, if a covered **Loss** [or **Dismemberment**] due to an **Accidental Bodily Injury** requires an **Insured Person** to incur expenses for [**Home Alteration**] [or] [**Vehicle Modification**]. The **Benefit Amount** for [**Home Alteration**] [or] [**Vehicle Modification**] is only payable if a covered **Accident** results in an **Insured Person** incurring **Medical Expenses** of [\$25,000] within [two (2) years] after the date of the **Accident**. The expenses for [**Home Alteration**] [or] [**Vehicle Modification**] must be incurred within [five (5) years] after the **Accidental Bodily Injury**. The **Benefit Amount** for [**Home Alteration**] [or] [**Vehicle Modification**] is payable if:

- 1) a **Physician** certifies that the [**Home Alteration**] [or] [**Vehicle Modification**] is needed to accommodate a physical disability of an **Insured Person**;
- 2) the [**Home Alteration**] [or] [**Vehicle Modification**] is made by people experienced in such [**Home Alteration**] [or] [**Vehicle Modification**];
- 3) the **Home Alteration**] [or] [**Vehicle Modification**] is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
- 4) the **Home Alteration**] [or] [**Vehicle Modification**] expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The **Benefit Amount** for **Home Alteration**] [or] [**Vehicle Modification**] is payable to the natural person who incurs the expense. The **Benefit Amount** for **Home Alteration**] [or] [**Vehicle Modification**] is payable in addition to any other applicable **Benefit Amounts** under this policy. [In no event will **Our** total payments for **Home Alteration**] [and] [**Vehicle Modification**] exceed the Maximum **Benefit Amount** for **Home Alteration**] [and] [**Vehicle Modification**] shown in Section III of the Schedule of Benefits.]  
CA5040]

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### [**Vocational Training Expense**

We will reimburse **Vocational Training Expense** up to the **Benefit Amount** for **Vocational Training Expense**, shown in Section III of the Schedule of Benefits, if an **Insured Person** suffers a covered **Loss** [or **Dismemberment**] due to an **Accidental Bodily Injury**. The **Benefit Amount** for **Vocational Training Expense** is only payable if a covered **Accident** results in an **Insured Person** incurring **Medical Expenses** of [\$25,000] within [two (2) years] after the date of the **Accident**. The **Benefit Amount** for **Vocational Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We

will pay the **Benefit Amount** for **Vocational Training Expense** to the natural person who incurs the expense.

We will pay the **Benefit Amount** for **Vocational Training Expense** until the earlier of the date on which:

- 1) the total **Vocational Training Expense Benefit Amount**, shown in Section III of the Schedule of Benefits, has been paid; or
- 2) [five (5) years] have elapsed from the date of the **Accidental Bodily Injury**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Vocational Training Expense**, shown in Section III of the Schedule of Benefits.

CA5078]

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## Section II – Eligibility, Effective Date and Termination

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### Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits; and
- 2) the required premium for such person has been paid.

CA5080

### Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

CA5082

### Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

CA5084

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## Section III – Territory

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This insurance applies worldwide [except in the following jurisdictions:].

CA5094

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## Section IV – General Exclusions

The following exclusions apply to all benefits or Hazards under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.

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### OWNED AIRCRAFT, LEASED AIRCRAFT OR OPERATED AIRCRAFT

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

CA5095

### [AIRCRAFT PILOT OR CREW]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

CA5098 ]

### COSMETIC SURGERY

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person's** cosmetic surgery.

CA5101

### DISEASE OR ILLNESS

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical, diagnostic or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

CA5102

### [EXTREME SPORTS]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person's** participation in scuba diving to depths of more than 100 feet; skydiving; hang-gliding or para-gliding; parascending other than over water; bungee jumping; mountaineering or rock climbing normally requiring the use of guides or ropes; or caving.

CA5099]

### [ILLEGAL ACTS]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person's** commission or attempted commission of any illegal act including but not limited to any felony.

CA5104]

#### INCARCERATION

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly any occurrence while an **Insured Person** is incarcerated after conviction.

CA5106

#### [INTOXICATION

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** being intoxicated, at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.

CA5108]

#### [INTOXICATION - VEHICULAR

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** being intoxicated, while operating a motorized vehicle at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.

CA5110]

#### [MEDICAL RELEASE

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** participating in a **Covered Activity** without a **Medical Release** if a **Medical Release** is required for such **Covered Activity**.

CA5111]

#### [NARCOTIC EXCLUSION

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** being under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

CA5112]

#### [OPERATION OF A MOTOR VEHICLE WITHOUT A LICENSE

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** operating a motor vehicle without the required license to operate such vehicle in the jurisdiction where the **Accident** occurs.

CA5113]

#### [PARTICIPATION IN ORGANIZED SPORTS

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** being engaged in or participating in [professional][,] [club][,] [intercollegiate] [or] [interscholastic] sports.

CA5115]

#### [PARTICIPATION IN A RACE OR SPEED CONTEST]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** being engaged in or participating in a motorized vehicular race or speed contest.

CA5114 ]

#### [ROCKET PROPELLED OR ROCKET LAUNCHED CONVEYANCE]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, the **Insured Person** traveling or flying on any rocket propelled or rocket launched conveyance.

CA5117]

#### [RULE VIOLATION]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, the **Insured Person** participating in a **Covered Activity** conducted in violation of the rules of the applicable governing body or the **Policyholder**.

CA5119]

#### SERVICE IN THE ARMED FORCES

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first [sixty (60) consecutive days] of active military service with the armed forces of any country or established international authority.

CA5116

#### [SPECIALIZED AVIATION]

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, the **Insured Person** traveling or flying on any aircraft that is in a category listed by the Federal Aviation Administration as requiring a Special Airworthiness Certificate. This exclusion applies regardless of whether or not the Special Airworthiness Certificate has been issued and regardless of whether the **Insured Person** is on such aircraft within or outside of the United States of America. However, this exclusion does not apply to an aircraft that is in a category listed by the Federal Aviation Administration as requiring a Primary Special Airworthiness Certificate.

CA5118]

#### SUICIDE OR INTENTIONAL INJURY

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

CA5120

#### WAR

This insurance does not apply to any **Accident, Accidental Bodily Injury, [or] Loss[, Loss of Life [or Dismemberment]]** caused by or resulting from, directly or indirectly, a declared or undeclared **War**. [Declared or undeclared **War** does not include acts of **Terrorism**.]

CA5126

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## Section V - Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

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### Accident or Accidental

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
- 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 3) occurs while the **Insured Person** is insured under this policy which is in force; and
- 4) is the direct cause of loss.

CA5600AR

### Accidental Bodily Injury

**Accidental Bodily Injury** means bodily injury, which:

- 1) is **Accidental**;
- 2) the direct cause of a loss; and
- 3) occurs while an **Insured Person** is insured under this policy, which is in force.

[**Accidental Bodily Injury** does not mean a **Repetitive Motion Injury**.

CA5602]

### Activities of Daily Living

**Activities of Daily Living** means:

- 1) Eating – feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube intravenously;
- 2) Toileting – getting to and from the toilet, getting on and off the toilet and performing associated hygiene;
- 3) Transferring – moving into or out of a bed, chair or wheelchair;
- 4) Bathing – washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- 5) Dressing – putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- 6) Continence – ability to maintain the control of bowel and bladder functions; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

CA5608]

### Benefit Amount

**Benefit Amount** means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

CA5612

[Brain Death]

**Brain Death** means the irreversible end of all electrical activity of the brain even if life support equipment keeps the body's metabolic processes working.

CA5629]

[Class]

**Class** means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

CA5628

[Coma]

**Coma** means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which an **Insured Person** cannot be aroused to consciousness even by powerful stimulation.

CA5632]

[Company]

**Company** means Federal Insurance Company.

CA5648

[Conveyance]

**Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

CA5650]

[Covered Activity]

**Covered Activity** means those activities set forth in the **Covered Activities Hazard**, and for which an **Insured Person** is insured under the policy.

CA5652]

[Deductible]

**Deductible** means the dollar amount of **Medical Expenses** shown in Section III of the Schedule of Benefits that must be incurred as an out-of-pocket expense or satisfied by any **Other Plan**, or a combination thereof, by each **Insured Person** and each **Accident**.

CA5667]

[Dismemberment]

**Dismemberment** means:

Loss of Foot

Loss of Hand

Loss of Hearing

Loss of Sight

Loss of Sight of One Eye

Loss of Speech

Loss of Thumb and Index Finger

CA5669]



[Domestic Partner]

**Domestic Partner** means a person designated by an **Insured Person** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least [18] years of age and competent to enter into a contract;
- 2) is not related to the **Insured Person** by blood;
- 3) has exclusively lived with the **Insured Person** for at least [one (1) year] prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with the **Insured Person** at least two (2) of the following financial arrangements:
  - a) a joint mortgage or lease;
  - b) a joint bank account;
  - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
  - d) a joint credit card account with a financial institution.

Neither the **Insured Person** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.  
CA5666]

[Elimination Period]

**Elimination Period** means the consecutive amount of time, shown in Section III of the Schedule of Benefits, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's Loss**. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**.

CA5670]

[Hazard]

**Hazard** means the circumstances for which this insurance is provided as stated in Section II of the Schedule of Benefits and described in the **Hazard** Section of this policy.

CA5696

[Home Alteration]

**Home Alteration** means changes to an **Insured Person's** primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.

CA5706]

[Hospital]

**Hospital** means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24 hour) nursing care;
- 6) has a **Physician** or staff of **Physicians** ; and

- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

CA5712]

Immediate Family Member

**Immediate Family Member** means an **Insured Person's**:

- 1) **Spouse** [or **Domestic Partner**];
- 2) children including adopted children or stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

**Immediate Family Member** also means a **Spouse's** [or **Domestic Partner's**] children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

CA5716

Institution of Higher Learning

**Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

CA5724]

Insured Person

**Insured Person** means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

CA5728

Leased Aircraft

**Leased Aircraft** means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** includes aircraft subject to a short-term lease. If the written lease is short term, then the lease term shall not be [longer than one (1) week] [more than [two (2) trips].

CA5730

Loss

**Loss** means **Accidental**:

1. **[Brain Death]**
2. **[Coma]**

3. [Quadriplegia]
4. [Paraplegia]

**Loss** must occur within [180 days] after the **Accident**.

CA5732

[Loss of Foot]

**Loss of Foot** means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

CA5734]

[Loss of Hand]

**Loss of Hand** means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

CA5736]

[Loss of Hearing]

**Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

CA5738]

[Loss of Life]

**Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

CA5740]

[Loss of Sight]

**Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

CA5742]

[Loss of Sight of One Eye]

**Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

CA5744]

[Loss of Speech]

**Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

CA5748]

[Loss of Thumb and Index Finger]

**Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later

reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.  
CA5750]

[Medical Expense

**Medical Expense** means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**.  
CA5752]

[Medically Necessary

**Medically Necessary** means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

CA5758]

[Medical Release

**Medical Release** means written permission by a **Physician** for an **Insured Person** to participate in the **Covered Activity**.  
CA5757]

[Medical Services

**Medical Services** means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces.

CA5760]

Operated Aircraft

**Operated Aircraft** means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.

CA5768

[Other Plan

**Other Plan** means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

CA5770]

Owned Aircraft

**Owned Aircraft** means any aircraft to which the **Policyholder** holds legal or equitable title.

CA5772

[Paraplegia

**Paraplegia** means complete and irreversible loss of all motion and all practical use of both legs as determined by a **Physician** approved by **Us**.

CA5774]

[Partial Disability or Partially Disabled

**Partial Disability** or **Partially Disabled** means that an **Insured Person**, as determined by a **Physician**:

- 1) has suffered a **Loss** or **Dismemberment**; and
- 2) is unable to perform [one (1)] of the **Activities of Daily Living**.

CA5776]

[Permanent Total Disability or Permanently Totally Disabled

**Permanent Total Disability** or **Permanently Totally Disabled** means **Total Disability** that:

- 1) continues without interruption during, and subsequent to, the **Elimination Period**; and
- 2) is reasonably expected, in the opinion of a **Physician** approved by **Us**, to continue without interruption and without expectation of full or partial recovery for the rest of an **Insured Person's** life.

CA5778]

Physician

**Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided.

**Physician** does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**;
- 3) an **Insured Person's** employer or business partner; or
- 4) the **Policyholder**].

CA5782

Policyholder

**Policyholder** means the entity identified in the Insuring Agreement.  
CA5786

[Private Passenger Automobile]

**Private Passenger Automobile** means a four-wheeled motor vehicle with a maximum seating capacity of [nine (9)] people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.  
CA5793]

Proof of Loss

**Proof of Loss** means written evidence acceptable to **Us** that an **Accident, Accidental Bodily Injury or Loss** has occurred.  
CA5794

[Psychological Therapy]

**Psychological Therapy** means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.  
CA5796]

[Quadriplegia]

**Quadriplegia** means complete and irreversible loss of all motion and all practical use of both arms and legs as determined by a **Physician** approved by **Us**.  
CA5798]

[Reasonable and Customary Charge]

**Reasonable and Customary Charge** means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

CA5804]

[Rehabilitation]

**Rehabilitation** means treatment other than **Psychological Therapy** that takes place under the direction of a **Physician** and is provided:

- 1) by a therapist licensed, registered, or certified to perform such treatment; or
- 2) in a **Hospital** or other facility, which is licensed to provide such treatment.

CA5800]

[Rehabilitation Expense]

**Rehabilitation Expense** means **Reasonable and Customary Charges** for **Rehabilitation**.

CA5802]

Repetitive Motion Injury

**Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splint, Osgood Schlatter Disease, Chondromalacia, tendonitis, and Carpal Tunnel Syndrome.  
CA5609 ]

Spouse

**Spouse** means an **Insured Person's** husband or wife who is recognized as such by the laws of the jurisdiction in which the **Insured Person** resides.  
CA5828

[Total Disability

**Total Disability** means that **Accidental Bodily Injury** solely and directly:

- 1) results in an **Insured Person's Loss** or **Dismemberment**; and
- 2) prevents an **Insured Person** from performing [three (3)] **Activities of Daily Living**; and
- 3) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
- 4) requires the continuous care of a **Physician**, unless the **Insured Person** has reached his or her maximum point of recovery.

CA5846]

[Vehicle Modification

**Vehicle Modification** means changes, including but not limited to installation of equipment, to a **Private Passenger Automobile** that are necessary to make such **Private Passenger Automobile** accessible to or driveable by an **Insured Person**.  
CA5856]

[Vocational Training Expense

**Vocational Training Expense** means the actual costs incurred for tuition, fees, room and board billed by an **Institution of Higher Learning** for training that is intended to prepare an **Insured Person** for work in any gainful occupation or employment for compensation or profit. **Vocational Training Expense** includes costs for required books or course supplies.  
CA5857]

War

**War** means:

- 1) hostilities following a formal declaration of war by a governmental authority;
- 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
- 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

CA5858

We, Us and Our

**We, Us and Our** means Federal Insurance Company.  
CA5860

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## Section VI – General Provisions

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### ADDITION OF NEW INSURED PERSONS

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

CA5150

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### ARBITRATION

In the event of a dispute under this policy, either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may make a written demand for arbitration. In that case, **We** and an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of an **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

CA5156

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### BENEFIT ASSIGNMENT

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

CA5154

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### BENEFICIARY

#### A) Designation

An **Insured Person** has the right to designate a beneficiary. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

#### B) Change

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so.

All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

**We** do not assume any responsibility for the validity of these changes.



C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse [or Domestic Partner]**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

CA5158

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## CANCELLATION, NON-RENEWAL AND GRACE PERIOD

A) Grace Period

The **Policyholder** is entitled to a grace period of [thirty-one (31) days] from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

CA5160

B) Cancellation, Non-renewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

**We** may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of [thirty-one (31) days] after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice stating the effective date of cancellation, which will be no earlier than [thirty-one (31) days] after the premium due date.

**We** may cancel this policy, or any of its individual insurance benefits, for reasons other than nonpayment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least [forty five (45) days] prior to the Anniversary Date shown in the Insuring Agreement.

**We** may non-renew this policy by sending written notice at least [forty-five (45) days] before the expiration date of the Policy Period shown in the Insuring Agreement.

**We** will send notice of cancellation or non-renewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or non-renewal.

The **Policyholder** is required to immediately provide notice of cancellation or non-renewal to all **Insured Persons**.

The earned premium will be computed on a [pro-rata] basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

CA5162

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#### CERTIFICATE

When required by law, **We** will issue to the **Policyholder** for delivery to the **Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

CA5164

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#### CHANGES

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

CA5166

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#### CLAIM NOTICE

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

CA5170

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#### CLAIM FORMS

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

CA5172

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#### CLAIM PROOF OF LOSS

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

CA5174

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#### CLAIM PAYMENT

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** immediately upon receipt of complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

CA5176AR

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#### CLAIM AND SUIT COOPERATION

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

CA5178

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#### COMPLIANCE BY POLICYHOLDER AND INSURED PERSON

**We** have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

CA5168

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#### CONFORMING TO TRADE SANCTION LAWS

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance.

CA5171

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#### ENTIRE CONTRACT AND APPLICATION

This policy, the **Policyholder's** application and the **Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

CA5182

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#### EXAMINATION UNDER OATH

**We** have a right to examine under oath, as often as **We** may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. **We** may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by **Us** and will permit **Us** to make copies of such records or documents.

CA5183

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#### GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations.

CA5184

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#### INADVERTENT ERROR

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**.

CA5186

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#### INFORMATIONAL AND ADVERTISING MATERIAL

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

CA5188

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#### LEGAL ACTION AGAINST US

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

CA5190

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#### LIBERALIZATION

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

CA5192

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## OTHER INSURANCE

When other insurance applies, **We** will pay **Our** share. **Our** share is the proportion that the amount of coverage under this policy bears to the total of all applicable amounts of coverage, but in no event will **We** pay more than the applicable maximum benefit(s) amount(s) shown in Section III of the Schedule of Benefits for any one **Accident** or **Loss**.

CA5199

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## PHYSICAL EXAMINATION AND AUTOPSY

**We** have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

CA5193

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## PREMIUM PAYMENT

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a [pro-rata] basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

CA5196

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## PREMIUM PROVISIONS

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.

CA5197

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#### PREMIUM RATE CHANGE

**We** may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least [forty-five (45)] days prior written notice of such change.

CA5198

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#### RECORDS AND AUDIT

**We** may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.

CA5204

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#### [SUBROGATION

(APPLIES ONLY TO THE CATASTROPHIC ACCIDENT MEDICAL EXPENSE BENEFIT[, THE HOME ALTERATION OR VEHICLE MODIFICATION BENEFIT] [AND THE] [VOCATIONAL TRAINING EXPENSE BENEFIT])

If **We** pay the **Insured Person** for a loss, it will require the **Insured Person** to assign and transfer any claim or right of action against any individual, firm or corporation for such loss to **Us** or subrogate or hold in trust all such rights to the extent of the amount paid. The **Insured Person** will agree to take action as requested by **Us** to enforce such rights. Upon payment by **Us** to the **Insured Person**, the **Insured Person** agrees to direct enforcement of such rights as reasonably requested **Us** and to return to **Us** any recovery to the extent payment of loss has been made by **Us**.

CA5207]

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#### STATEMENTS BY POLICYHOLDER OR INSURED PERSON AND INCONTESTABILITY

**We** will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

**We** will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for nonpayment of premium, **We** will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy or upon any other policy provision or condition.

CA5206

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#### TITLES OF PARAGRAPHS

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

CA5208

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WORKERS' COMPENSATION

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

CA5210

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# Catastrophic Accident Insurance

**Underwritten by:**  
**Federal Insurance Company,**  
a member insurer of the Chubb Group of  
Insurance Companies

15 Mountain View Road, PO Box 1615  
Warren, NJ 07061-1615

**Administered by:**  
[Insert  
Contact Info  
Here]

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## Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, [1234-56-78], which can be obtained from the Policy Administrator.

**POLICYHOLDER:** [ABC, INC.]

**GROUP POLICY NO.:** [1234-56-78]

**CLASS DESCRIPTION:** [All students of the Policyholder]

**EFFECTIVE DATE OF INSURANCE** – Insurance becomes effective on the latest of 1) the effective date of the policy which is [August 1, 2009], 2) the date on which a person first meets the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

**DATE INSURANCE ENDS** - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for an Insured Person's insurance, 3) the date on which an Insured Person ceases to meet the eligibility criteria.

### WHEN COVERAGE APPLIES

Coverage applies while participating in Covered Activities.

### BENEFITS

**[Accidental Death and Dismemberment]** pays the applicable Benefit Amount shown if an Accident results in a covered Loss. The covered Loss must occur within one year of the Accident. Your Benefit Amount is [\$100,000]. **100%** of the Benefit Amount is payable for Accidental: Loss of Life; Loss of Speech and Loss of Hearing; Loss of Speech and one of: Loss of Hand, Foot or Sight of One Eye; Loss of Hearing and one of: Loss of Hand, Foot or Sight of One Eye; Loss of both Hands, both Feet, Loss of Sight or any combination thereof. **50%** of the Benefit Amount is payable for Accidental: Loss of Hand, Foot or Sight of One Eye (any one of each); Loss of Speech or Loss of Hearing. **25%** of the Benefit Amount is payable for Accidental: Loss of Thumb and Index Finger of the same hand.

**Disappearance:** If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy. **Exposure:** If an Accident resulting from an insured Hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy. ]

**[Catastrophic Accident Cash]** pays the [initial] Benefit Amount of [\$50,000], after an Elimination Period of [180 days], for Catastrophic Accident Cash if an Accident results in an Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia. The covered Loss must occur within [180 days] after the Accident. [We will pay the [monthly] [annual] Benefit Amount of [\$1,000] Catastrophic Accident Cash beginning one [month] [year] after the elimination period of [180 days]. The [Monthly] [Annual] Benefit Amount is payable as long as the Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia continues until the earliest of: 1) the Insured Person dies; 2) the Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia ends; or 3) We have made [60] [monthly][annual] payments.] If an Insured Person has multiple Losses as the result of one Accident, then We will pay only one Benefit Amount applicable to the Losses suffered.]

**[Catastrophic Accident Medical Expense]** reimburses up to [\$500,000] for Catastrophic Accident Medical Expense if an Insured Person incurs Medical Expenses due to a covered Accident.. The Benefit Amount is subject to a [\$25,000] deductible. The Medical Expense used to satisfy the deductible must be incurred within [2 years] of the Accident or no Medical Expenses will be reimbursed under this benefit. The benefit is payable only for Medical Expenses incurred within [5 years] after the date of the accident. [If, due to a covered Accident, an Insured Person is not Hospital confined and requires Rehabilitation, our payment for such Rehabilitation and the office visits associated with the Rehabilitation will not exceed [\$25,000]. The Benefit Amount for Catastrophic Accident Medical Expense is payable on an excess



basis. We will determine the Reasonable and Customary Charge for the covered Medical Expense. We will then reduce that amount by amounts already paid or payable by any Other Plan. We will pay the resulting amount but in no event will we pay more than [\$500,000]. The Benefit Amount for Catastrophic Accident Medical Expense does not apply to charges and services: 1) for which an Insured Person has no obligation to pay; 2) for any injury where worker's compensation benefits or occupational injury benefits are payable; 3) for treatment by a person employed or retained by the Policyholder; 4) for any injury occurring while fighting, except in self-defense; 5) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or 6) for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an Accidental Bodily Injury. This insurance applies only to Medical Necessary charges and services. The Benefit Amount for Catastrophic Accident Medical Expense is payable in addition to any other applicable Benefit Amounts under this policy.]

**[Catastrophic Accident Lump Sum Permanent Total Disability]** pays a maximum benefit amount of [\$500,000] after an Elimination Period of [365 days] if an Accidental Bodily Injury causes and Insured Person to suffer Permanent Total Disability. [We will reduce the Accidental Loss of Life Benefit Amount payable under this policy by the Benefit Amount paid for Catastrophic Accident Lump Sum Permanent Total Disability (Lump Sum).] Insurance for Catastrophic Accident Lump Sum Permanent Total Disability does not apply to persons age [70] or older on the date of the Accident. If an Insured Person received payment under the Catastrophic Accident Partial Disability benefit and becomes Permanently Totally Disabled as a result of the same Accident, then any benefit payable under this Catastrophic Accident Lump Sum Permanent Total Disability Benefit will be reduced by the monthly Benefit Amounts already paid for the Catastrophic Accident Partial Disability benefit.]

**[Catastrophic Accident Monthly Permanent Total Disability]** pays a monthly Benefit Amount of [\$1,000] up to [\$500,000] after an Elimination Period of [365 days] if an Accidental Bodily Injury causes an Insured Person to suffer Permanent Total Disability. The Permanent Total Disability must be continuous during the period for which the Benefit Amount is payable. The Monthly Benefit Amount for Catastrophic Accident Monthly Permanent Total Disability will be made until the earliest of the date: 1) the Insured Person dies; 2) the Insured Person no longer has a Permanent Total Disability; or 3) on which total payments made for Permanent Total Disability equal the Catastrophic Accident Monthly Permanent Total Disability maximum Benefit Amount of [\$500,000]. [We will reduce the Accidental Loss of Life Benefit Amount payable under this policy by any Monthly Benefit Amounts for Catastrophic Accident Monthly Permanent Total Disability already paid.] Insurance for Catastrophic Accident Monthly Permanent Total Disability does not apply to person age [70] or older on the date of the Accident. If an Insured Person receives payment under the Catastrophic Accident Partial Disability benefits of this policy and becomes Totally Disabled as a result of the same Accident, then any benefit payable under this Catastrophic Accident Monthly Permanent Total Disability benefit will be reduced by the monthly Benefit Amounts already paid for the Catastrophic Accident Partial Disability benefit.]

**[Catastrophic Accident Partial Disability]** pays a monthly Benefit Amount of [\$1,000] up to [\$13,000] after an Elimination Period of [365 days] if an Insured Person is Partially Disabled due to an Accidental Bodily Injury. The Benefit Amount for Catastrophic Accident Partial Disability will be made until the earliest of the date: 1) the Insured Person no longer has a Partial Disability; or 2) on which total payments for Partial Disability equal the Catastrophic Accident Partial Disability maximum Benefit Amount of [\$13,000]. [We will reduce the Accidental Loss of Life Benefit Amount payable under this policy by any Monthly Benefit Amounts for Catastrophic Accident Partial Disability already paid.]

**[[Home Alteration][or][Vehicle Modification]** reimburses charges up to [\$25,000] for [Home Alteration] [or] [Vehicle Modification] if a covered Loss [or Dismemberment] due to an Accidental Bodily Injury requires and Insured Person to incur expenses for [Home Alteration] [or] [Vehicle Modification]. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is only payable if a covered Accident results in an Insured Person incurring Medical Expenses of [\$25,000] within [2 years] after the date of the Accident. The expenses for [Home Alteration] [or] [Vehicle Modification] must be incurred within [5 years] after the Accidental Bodily Injury. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is payable if: 1) a Physician certifies that the [Home Alteration] [or] [Vehicle Modification] is needed to accommodate a physical disability of an Insured Person; 2) the [Home Alteration] [or] [Vehicle Modification] is made by people experienced in such [Home Alteration] [or] [Vehicle Modification]; 3) the [Home Alteration] [or] [Vehicle Modification] is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and 4) the [Home Alteration] [or] [Vehicle Modification] expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is payable to the natural person who incurs the expense. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is payable in addition to any other applicable Benefit Amounts under this policy. [In no event will the total payments for [Home Alteration] [or] [Vehicle Modification] exceed [\$50,000]]. ]

**[Vocational Training Expense]** reimburses up to [\$50,000] for Vocational Training Expenses if an Insured Person suffers a covered Loss [or Dismemberment] due to an Accidental Bodily Injury. The Benefit Amount for Vocational Training Expense is only payable if a covered Accident results in an Insured Person incurring Medical Expenses of [\$25,000] within [2 years] after the Accident. The Benefit Amount for Vocational Training Expense is payable in addition to any other applicable Benefit Amounts under this policy. The Benefit Amount for Vocational Training Expense is payable to the natural person who incurs the expense. We will pay the Benefit Amount for Vocational

Training Expense until the earliest of the date on which: 1) the total Vocational Training Expense Benefit Amount has been paid; or 2) [5 years] have elapsed from the date of the Accidental Bodily Injury. In no event will Our total payment for Vocational Training Expense exceed [\$50,000]. ]

## EXCLUSIONS

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing the insurance. In addition no benefits will be paid for any Accident, Accidental Bodily Injury [or] Loss[, Loss of Life [or Dismemberment] caused by or resulting from any of the following: 1) an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the Policyholder or on the Policyholder's behalf; or b) operated by an employee of the Policyholder on the Policyholder's behalf; 2) an Insured Person's cosmetic surgery; 3) an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment or diagnosis thereof (This exclusion doesn't apply to bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria); 4) any occurrence while an Insured Person is incarcerated after conviction; 5) ) an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority (This exclusion does not apply to the first [60] consecutive days of active military service with the armed forces of any country or established international authority); 6) an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; 7) a declared or undeclared War [Declared or Undeclared War does not include acts of Terrorism]. [8)] an Insured Person entering or exiting any aircraft while acting or training as a pilot or crew member (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency); [9)] [an Insured Person's participation in scuba diving to depths of more than 100 feet, skydiving, hang-gliding, para-gliding, parascending other than over water, bungee jumping, mountaineering or rock climbing normally requiring the use of guides or ropes, or caving;] [10)] [an Insured Person's commission or attempted commission of any illegal act including but not limited to any felony;] [11)] [an Insured Person being intoxicated at the time of an accident. (Intoxication is defined by the laws of the jurisdiction where such accident occurs.);] [12)] [an Insured Person being intoxicated, while operating a motorized vehicle at the time of an accident. (Intoxication is defined by the laws of the jurisdiction where such accident occurs.);] [13)] [an Insured Person participating in a Covered Activity without a Medical Release if a Medical Release is required for the Covered Activity;] [14)] [an Insured Person being under the influence of any narcotic or other controlled substance at the time of an accident. (This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.);] [15)] [an Insured Person operating a motor vehicle without the required license to operate the motor vehicle in the jurisdiction where the Accident occurs;] [16)] an Insured Person being engaged in or participating in [professional][.] [club][.] [intercollegiate] [or] [interscholastic] sports; [17)] [an Insured Person being in or participating in a motorized vehicular race or speed contest;] [18)] [an Insured Person traveling or flying on any rocket propelled or rocket launched conveyance;] [19)] [an Insured Person participating in a Covered Activity conducted in violation of the rules of the applicable governing body or the Policyholder;] [20)] [an Insured Person traveling or flying on any aircraft that is in a category listed by the Federal Aviation Administration as requiring a Special Airworthiness Certificate. This exclusion applies regardless of whether or not the Special Airworthiness Certificate has been issued and regardless of whether the Insured Person is on such aircraft within or outside of the United States of America. (This exclusion does not apply to an aircraft that is in a category listed by the Federal Aviation Administration as requiring a Primary Special Airworthiness Certificate.);].

## DEFINITIONS

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 3) occurs while the Insured Person is insured under this policy which is in-force; and 4) is the direct cause of loss. **Accidental Bodily Injury** means bodily injury which: 1) is Accidental; 2) the direct cause of a loss; and 3) occurs while an Insured Person is insured under this policy, which is in force. [Accidental Bodily Injury does not mean Repetitive Motion Injury.] **Activities of Daily Living** means eating, toileting, transferring, bathing, dressing, continence.] **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident during the policy period; 2) to an Insured Person; and 3) for an applicable Hazard. **Brain Death** means the irreversible end of all electrical activity of the brain even if life support equipment keeps the body's metabolic processes working.] **Coma** means a profound state of unconsciousness, as determined by a Physician according to the Glasgow Coma Scale, from which the Insured Person cannot be aroused to consciousness even by painful stimulation.] **Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.] **Covered Activity** means all those activities set forth for which an Insured Person is insured under this policy: 1) [All [activities] on [or off] the Policyholder's premises, which are supervised [and] [or] sponsored by the Policyholder. 2) [All [sporting activities] on [or off] the Policyholder's premises, which are supervised [and] [or] sponsored by the [Policyholder] [sports league]. 3) [Travel directly to and from the activities noted above if such transportation is arranged by the Policyholder. Travel is not included if transportation is in a privately owned vehicle.] 4) [Travel directly to and from the activities noted including transportation in a privately owned vehicle.] **Deductible** means the dollar amount of Medical Expenses that must be incurred as an out-of-pocket expense or satisfied by any Other Plan, or a combination thereof, by each Insured Person and each Accident.] **Dismemberment** means: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger.] **Domestic Partner** means a person designated by an Insured Person who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who: 1) is at least [18] years of age and competent to enter into a contract; 2) is not related to the Insured Person by blood; 3) has exclusively lived with the Insured Person for at least [1 year] prior to the date of enrollment; 4) is not legally married or separated; and 5) as

of the date of enrollment, has with the Insured Person at least two of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or a joint credit card account with a financial institution. Neither the Primary Insured Person nor the Domestic Partner can be married to, nor in a civil union with, anyone else.] **Elimination Period** means the consecutive amount of time that must elapse before a Benefit Amount becomes payable. The Elimination Period begins on the first day of an Insured Person's Loss. Benefit Amounts are not payable, nor do they accrue, during an Elimination Period.] **Home Alteration** means changes to an Insured Person's primary residence that are necessary to make the residence accessible and habitable for such Insured Person.] **Hospital** means a public or private institution which 1) is licensed in accordance with the laws of the jurisdiction where it is located, 2) is accredited by the Joint Commission on Accreditation of Hospitals, 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients, 4) provides organized facilities for diagnosis and medical or surgical treatment, 5) [provides 24-hour nursing care, 6) has a Physician or staff of Physicians, and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.] **Immediate Family Member** means an Insured Person's: 1) Spouse [or Domestic Partner]; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces or nephews. Immediate Family member also means a Spouse's [or Domestic Partner's] children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. **Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the 12<sup>th</sup> grade.] **Insured Person** means a person, qualifying as a Class member: 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Loss** means Accidental: [Brain Death] [Coma] [Quadriplegia] [Paraplegia] [Loss must occur within 180 days] after the Accident]. **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Loss of Hand** means complete severance, as determined by a Physician, of at least four fingers at or above the metacarpal phalangeal joint on the same hand or at least three fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician.] **Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident.] **Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician.] **Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a Physician.] **Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician.] **Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Medical Expense** means the Reasonable and Customary Charges for Medical Services for the care and treatment of Accidental Bodily Injuries sustained in an Accident.] **Medically Necessary** means a medical or dental service, supply or course of treatment which: 1) is ordered or prescribed by a Physician; 2) is appropriate and consistent with the patient's diagnosis; 3) is in accord with current accepted medical or dental practice; and 4) could not be eliminated without adversely affecting the patient's condition.] **Medical Release** means written permission by a Physician for an Insured Person to participate in the Covered Activity.] **Medical Services** means Medically Necessary services, including but not limited to: 1) medical care and treatment by a Physician; 2) Hospital room and board and Hospital care, both inpatient and outpatient; 3) drugs and medicines required and prescribed by a Physician; 4) diagnostic tests and x-rays prescribed by a Physician; 5) transportation of an Insured Person in an emergency transportation vehicle from the location where such Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained; 6) dental care and treatment due to Accidental Bodily Injury; 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy; 8) treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required; 9) rental of durable medical equipment; 10) artificial limbs and other prosthetic devices; 11) orthopedic appliances or braces.] **Other Plan** means any other insurance or payment source for Medical Services or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance or coverage provided or required by any law or statute, including automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan or similar benefit provided or required by governmental plan or program.] **Paraplegia** means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than [365 days] as determined by a Physician approved by Us.] **Partial Disability or Partially Disabled** means that an Insured Person, as determined by a Physician: 1) has suffered a Loss or Dismemberment; and 2) is unable to perform [1] Activity of Daily Living.] **Permanent Total Disability or Permanently Totally Disabled** means Total Disability that: 1) continues without interruption during, and subsequent to, the Elimination Period; and 2) is reasonably expected, in the opinion of a Physician approved by Us, to continue without interruption and without expectation of full or partial recovery for the rest of an Insured Person's life.] **Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include 1) the Insured Person, 2) an Immediate Family Member, 3) the Insured Person's employer or business partner, or 4) the Policyholder. **Policyholder** means the entity identified in the Insuring Agreement.] **Private**

**Passenger Automobile** means a four-wheeled motor vehicle with a maximum seating capacity of nine people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.] **Proof of Loss** means written evidence acceptable to Us that an Accident, Accidental Bodily Injury or Loss has occurred. **Psychological Therapy** means Medically Necessary counseling for a mental or nervous disorder by a Physician, whether on an out-patient basis, in Hospital or any other medical facility licensed to provide such treatment.] **Quadriplegia** means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than [365 days] as determined by a Physician.] **Reasonable and Customary Charge** means the lesser of: 1) the usual charge made by Physicians or other health care providers for a given service or supply; or 2) the charge We reasonably determine to be the prevailing charge made by Physicians or other health care providers for a given service or supply in the geographical area where it is furnished.] **Rehabilitation** means treatment other than Psychological Therapy that takes place under the direction of a Physician and is provided: 1) by a therapist licensed, registered or certified to perform such treatment; or 2) in a Hospital or other facility, which is licensed to provide such treatment.] **Rehabilitation Expense** means Reasonable and Customary Charges for Rehabilitation.] **Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splint, Osgood Schlatter Disease, Chondromalacia, tendonitis and Carpal Tunnel Syndrome.] **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which the Insured Person resides.] **Total Disability** means that Accidental Bodily Injury solely and directly: 1) results in an Insured Person's Loss or Dismemberment; 2) prevents an Insured Person from performing [3] Activities of Daily Living; 3) causes a condition which is medically determined by a Physician to be of continuous and indefinite duration; and 4) requires the continuous care of a Physician unless the Insured Person has reached his or her maximum point of recovery.] **Vehicle Modification** means changes, including but not limited to installation of equipment to a Private Passenger Automobile accessible to or drivable to an Insured Person.] **Vocational Training** means the actual costs incurred for tuition, fees, room and board billed by an Institution of Higher Learning for training that is intended to prepare and Insured Person for work in any gainful occupation or employment for compensation or profit. Vocational Training Expense includes costs for required books or course supplies.] **War** means 1) hostilities following a formal declaration of war by a governmental authority; 2) in the absence of a formal declaration of War by a governmental authority armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **We, Us and Our** means Federal Insurance Company.

### BENEFICIARY

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) the Insured Person's spouse or domestic partner, b) in equal shares to the Insured Person's children, c) in equal shares to the Insured Person's parents, d) in equal shares to the Insured Person's brothers and sisters, e) the Insured Person's estate. Any Benefit Amount payable due to the Loss of Life of a dependent child will be paid to the Insured Person, absent any beneficiary designation by the dependent child. If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian. All other benefits will be paid to the Insured Person or the Insured Person's designee, or unless otherwise noted.

### CLAIM PROVISIONS

**Claim Notice:** Written Claim Notice must be given to Us or any of Our brokers or appointed agents within 20 days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Claim Notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send the Insured Person or the Insured Person's designee, within 15 days, forms for giving Proof of Loss to Us. If the Insured Person or the Insured Person's designee does not receive the forms, then the Insured Person or an Insured Person's designee should send Us a written description of the loss. This written description should include information detailing the occurrence, type and extent of the loss for which the claim is made. **Claim Proof of Loss:** For claims involving disability, complete proof of loss must be given to us within 30 days after commencement of the period for which We are liable. Subsequent written proof of the continuance of such disability must be given to us at such intervals as we may reasonably require. For all claims except those involving disability, complete proof of loss must be given to Us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one year after the deadline to submit complete proof of loss, except in cases where the claimant lacks legal capacity. **Claim Payment:** For payments payable involving disability, We will pay the applicable Benefit Amount no less frequently than monthly during the period for which we are liable. All payments are subject to receipt of complete proof of loss. For all benefits payable under this policy other than for disability, We will pay the Insured Person or beneficiary the applicable Benefit Amount immediately upon receipt of complete proof of loss if the Insured Person, the Policyholder and the beneficiary, where applicable, have complied with all the terms of this policy.

### HOW TO FILE A CLAIM

To obtain a claim form contact the Policy Administrator or go to Our website ([www.chubb.com](http://www.chubb.com)), click on "Report a Loss", click on "accident and Health", select the appropriate claim form and print. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: CHUBB GROUP OF INSURANCE COMPANIES, CLAIMS SERVICE CENTER, 600 INDEPENDENCE PARKWAY, P.O. BOX 4700, CHESAPEAKE, VA 23327-4700, Fax Number 1-800-300-2538.

#### **GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES**

Any terms of this Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.



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## Endorsement

## Change

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Effective Date: [01-01-02]

Policy Number:[1234-56-7890]

Policyholder: [ABC, Inc.]

Policy Period: [01-01-02 to 01-01-03]

Name of Company: [Federal Insurance Company]

Issue Date: [12-01-02]

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It is agreed that the Policy is amended as follows:

*[Only approved wording will be used to add benefits to the contract.]*

*[The following are used to add a benefit to the policy:]*

**[A) Section I-Insurance of the Contract is amended to include the following:]**

**[B) Solely with respect to the insurance provided by this endorsement, Section V-Definitions of the Contract is amended as follows:**

The following new definitions are added:

]

**[C) Solely with respect to the insurance provided by this endorsement, Section IIII-Benefits of the Schedule of Benefits is amended to include the following: ]**

*[The following will be used to change the exclusions for example if an exclusion is added after the policy effective date.]*

**[A) Solely with respect to the insurance provided by this endorsement, Section IV-General Exclusions of the Contract is amended as follows: ]**

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All other terms and conditions of the policy remain unchanged.

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Authorized Representative



**FEDERAL INSURANCE COMPANY**  
202 Hall's Mill Road, PO Box 1600, Whitehouse Station, New Jersey 08889

## **APPLICATION FOR INSURANCE**

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APPLICATION IS HEREBY MADE TO FEDERAL INSURANCE COMPANY  
FOR A POLICY OF GROUP INSURANCE AS PER THE PROPOSAL,  
DATED \_\_\_\_\_.

POLICYHOLDER: [\_\_\_\_\_]

ADDRESS: [\_\_\_\_\_]  
STREET CITY STATE ZIP

THIS POLICY SHALL BE MADE EFFECTIVE AT 12:01 A.M. STANDARD  
TIME ON [\_\_\_\_\_] AT THE STATED ADDRESS OF THE  
POLICYHOLDER.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for Policyholder

\_\_\_\_\_  
Company Authorized Representative

## **LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.



## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;

- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

### **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 — no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values — again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

## **CONSUMER INFORMATION NOTICE**

**Questions regarding your Policy or coverage should be directed to:**

Federal Insurance Company  
202 Hall's Mill Road  
Whitehouse Station, New Jersey 08889  
1 877 297 4225

If we at Federal Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, Arkansas 72201  
1 (800) 852 5494 or (501) 371-2640

<i>SERFF Tracking Number:</i>	<i>CLTR-126985496</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>47784</i>
<i>Company Tracking Number:</i>	<i>CA5000 AR F</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident/</i>		

Rate data does NOT apply to filing.

SERFF Tracking Number:	CLTR-126985496	State:	Arkansas
Filing Company:	Federal Insurance Company	State Tracking Number:	47784
Company Tracking Number:	CA5000 AR F		
TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.000 Health - Blanket Accident/Sickness
Product Name:	Blanket Accident		
Project Name/Number:	Blanket Accident/		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	02/14/2011
<b>Comments:</b>		
<b>Attachments:</b>		
AR Readability Certification.pdf		
AR Certificate of Compliance-Notices.pdf		
AR Certificate of Compliance Arkansas Rule & Reg 19.pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Bypassed - Item:</b> Application	Approved-Closed	02/14/2011
<b>Bypass Reason:</b> new application submitted under Forms Schedule		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Bypassed - Item:</b> PPACA Uniform Compliance Summary	Approved-Closed	02/14/2011
<b>Bypass Reason:</b> Not applicable - not PPACA related		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Statement of Variability	Approved-Closed	02/14/2011
<b>Comments:</b>		
<b>Attachment:</b>		
CAT Accident Policy Statement of Variables (1-21-2011).pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Forms Listing	Approved-Closed	02/14/2011

<i>SERFF Tracking Number:</i>	<i>CLTR-126985496</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>47784</i>
<i>Company Tracking Number:</i>	<i>CA5000 AR F</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident/</i>		

**Comments:**

**Attachment:**

AR Chubb - Blanket Accident Forms Listing 1.14.11 (1.25.11 Clean).pdf

## READABILITY CERTIFICATION

This is to certify that the form(s) below has (have) been subject to the Flesch Reading Ease Test.

A. Option Selected

- ☒ 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is 47.0.
- ☐ 2. Policy and riders are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

<u>Form</u>	<u>Form Number</u>	<u>Flesch</u>
Catastrophic Accident Insurance Policy	CA5000	47.0
Accident-Only Hospital Cash Insurance Description of Coverage	CA5000AR-DOC	50.5

B. Test Option Selected

- ☒ 1. Test was applied to entire form(s).
- ☐ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of forms enclosed indicating word samples tested.

Company Name: Federal Insurance Company

Signature of Certifying Official: Louise Mueller

Printed Name and Title of Certifying Official: Louise Mueller, AVP, Compliance

Certifying Official's Address: 202 Hall's Mill Road, P.O. Box 1600, White House Station, NJ 08889-1600

Date Signed: 1.25.11

## CERTIFICATE OF COMPLIANCE

Insurer: Federal Insurance Company

Form Numbers: CA5000, et.al.

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



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Signature of Company Officer

Louise Mueller

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Name

AVP, Compliance

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Title

1/25/11

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Date

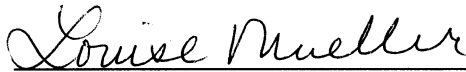


**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: **FEDERAL INSURANCE COMPANY**

Form Number(s): CA5000, et.al.

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



\_\_\_\_\_  
Signature of Company Officer

Louise Mueller

\_\_\_\_\_  
Name

AVP, Compliance

\_\_\_\_\_  
Title

1/25/11

\_\_\_\_\_  
Date

# Statement of Variables for Catastrophic Accident Insurance Policy (Form CA5000)

## General Statement

The effective date, policy number, policyholder and policy period are variable. They will reflect the information unique to each Policyholder.

## Cover Page

The producer and underwriting office are variable to permit the appropriate information to be filled in for the policyholder. This producer information may also be omitted.

## Insuring Agreement

The variable information on this form includes the policyholder's name and address, the policy number, the effective date, the anniversary date and the policy period as these will be unique to each case.

## Premium Summary

The variable information on this form includes the premium due date, and the premium amount due which will be in accordance with any rates filed for this policy. The premium due date will reflect the number of days in the grace period.

## Schedule of Benefits

**Heading:** The variable information includes the policyholder's name.

**Section I - Insured Persons:** The class descriptions are variable to reflect the options elected by the policyholder. We will tailor the description to the plans selected by the policyholder.

**Section II Hazard:** There is no variable information in this section.

### Section III Benefits:

- **Accidental Loss of Life and Dismemberment** - This benefit will appear if elected or be deleted in its entirety. The Benefit Amount will range from a minimum of \$10,000 to a maximum of \$5,000,000. The Percent of Benefit Amount will range from 0% to 200%.
- **Catastrophic Accident Cash** - This benefit will appear if elected or be deleted in its entirety. The variability is as follows:
  - o The Initial Benefit Amount will range from \$1,000 to \$50,000. If the benefit is paid in one lump sum the word "Initial" will be omitted and the benefit amount will range from \$5,000 to \$10,000,000. If the benefit amount is paid as a lump sum we will not show a monthly or annual benefit amount or the maximum number of monthly, annual payments made.
  - o The Maximum Benefit Amount will be shown as a maximum monthly benefit amount or a maximum annual benefit amount and will range from \$1,000 to \$100,000.
  - o The Maximum Number of Payments will be shown as a maximum number of monthly payments or a maximum number of annual payments and will range from 1 to 10 years or 12 to 120 months.
  - o The Elimination Period will range from 90 to 365 days.

- **Catastrophic Accident Medical Expense** - This benefit will appear if elected or be deleted in its entirety. The variability is as follows:
  - The Maximum Benefit Amount will range from \$100,000 to \$10,000,000.
  - The Deductible will range from \$5,000 to \$100,000.
  - The Rehabilitation sub-limit is optional. It will appear or be deleted in its entirety and the Benefit Amount will range from \$1,000 to \$100,000.
- **Catastrophic Accident Lump Sum Permanent Total Disability** - This benefit will appear if elected or be deleted in its entirety. The variability is as follows:
  - The Maximum Benefit Amount will range from \$10,000 to \$5,000,000.
  - The Elimination Period will range from 90 to 365 days.
- **Catastrophic Accident Monthly Permanent Total Disability** - This benefit will appear if elected or be deleted in its entirety. The variability is as follows:
  - The Monthly Benefit Amount will range from \$1,000 to \$50,000.
  - The Maximum Benefit Amount will range from \$100,000 to \$5,000,000.
  - The Elimination Period will range from 90 to 365 days.
- **Catastrophic Accident Partial Disability** - This benefit will appear if elected or be deleted in its entirety. The variability is as follows:
  - The Monthly Benefit Amount will range from \$200 to \$10,000.
  - The Maximum Benefit Amount will range from \$4,800 to \$500,000.
  - The Elimination Period will range from 90 to 365 days.
- **Home Alteration or Vehicle Modification** - This benefit will appear if elected or be deleted in its entirety. We may also write a benefit just for Home Alteration or just for Vehicle Modification. If one or the other is not requested, we will delete all references. The variability is as follows:
  - The Benefit Amount for Home Alteration will range from \$10,000 to \$250,000.
  - The Benefit Amount for Vehicle Modification will range from \$5,000 to \$250,000.
  - The Maximum Benefit Amount will range from \$5,000 to \$500,000.
- **Vocational Training Expense** - This benefit will appear if elected or be deleted in its entirety. The Benefit Amount will range from \$10,000 to \$250,000.

**Section IV Aggregate:** This section will appear or be deleted in its entirety at the request of the policyholder. The aggregate amount will vary from \$1,000,000 to \$20,000,000.

## **Hazard**

The Covered Activity Hazard will describe the events and activities that are insured under the policy.

## **Contract – Section I - Insurance**

**Accidental Loss of Life and Dismemberment:** This benefit will appear if elected by the policyholder or will be deleted in its entirety.

**Catastrophic Accident Cash:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. The covered loss must occur within 10 to 365 days after the accident. The references to “monthly” and “annual” will appear or be deleted. The second paragraph and items 1 – 3 will be deleted if the benefit pays out one lump sum amount.

**Catastrophic Accident Medical Expense:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. The medical expenses used to satisfy the deductible must be incurred within 1 to 5 years. The benefit amount is only payable for medical expenses incurred two to ten years. The Rehabilitation sub-limit wording will appear or be deleted in its entirety.

**Catastrophic Accident Lump Sum Permanent Total Disability:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. The last sentence of the first paragraph will be deleted in its entirety if the Accidental Loss of Life benefit is not on the policy. The age limitation will vary from 65 to 70.

**Catastrophic Accident Monthly Permanent Total Disability:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. The reference to the Accidental Loss of Life benefit will be deleted in its entirety if the Accidental Loss of Life benefit is not on the policy. The age limitation will vary from 65 to 70.

**Catastrophic Accident Partial Disability:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. The last sentence will be deleted in its entirety if the Accidental Loss of Life benefit is not on the policy.

**Home Alteration or Vehicle Modification:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. We may write a benefit just for Home Alteration or just for Vehicle Modification at the policyholder’s request. If one or the other is not requested, we will delete all references. The reference to “dismemberment” will be deleted if the Accidental Loss of Life and Dismemberment benefit is not on the policy. This benefit is only payable if a covered accident results in medical expenses of \$10,000 to \$50,000 within one to two years after the accident. The alterations or modifications must occur within one to five years of the accident. The last sentence will be deleted if we’re not providing a benefit for both home alteration and vehicle modification.

**Vocational Training Expense:** This benefit will appear if elected by the policyholder or will be deleted in its entirety. The reference to “dismemberment” will be deleted if the Accidental Loss of Life and Dismemberment benefit is not on the policy. This benefit is only payable if a covered accident results in medical expenses of \$10,000 to \$50,000 within one to two years after the accident. The time period in item 2) will vary from one to five years.

## **Contract – Section II - Eligibility, Effective Date and Termination**

There is no variable information in this section.

## **Contract – Section III - Territory**

This section will always appear. The exclusion for certain countries would be used to exclude countries where we are prohibited by law from providing insurance or where based upon future events the risk would be too great.

## **Contract – Section IV - General Exclusions**

All of the exclusions have references to loss of life or dismemberment; these references will be deleted if the Accidental Loss of Life and Dismemberment benefit is not on the policy.

The following exclusions are standard exclusions and will always appear in the policy:

1. Owned Aircraft, Leased Aircraft or Operated Aircraft
2. Aircraft Pilot or Crew:
3. Cosmetic Surgery
4. Disease or Illness
5. Incarceration
6. Service in the Armed Forces
7. Suicide or Intentional Injury
8. War

The following exclusions are optional exclusions. They will appear if elected by the policyholder or will be deleted in their entirety:

1. Extreme Sports
2. Illegal Acts
3. Intoxication Exclusion
4. Intoxication – Vehicular
5. Medical Release
6. Narcotic
7. Operation of a Motor Vehicle without a License
8. Participation in Organized Sports
9. Participation in a Race or Speed Contest
10. Rocket Propelled or Rocket Launched Conveyance
11. Rule Violation
12. Specialized Aviation

## **Contract – Section V - Definitions**

**Accident or Accidental:** This definition will always appear.

**Accidental Bodily Injury:** This definition will always appear.

**Activities of Daily Living:** This definition is variable and will appear if applicable.

**Benefit Amount:** This definition will always appear.

**Brain Death:** This definition is variable and will appear if applicable.

**Class:** This definition will always appear.

**Coma:** This definition is variable and will appear if applicable.

**Company:** This definition will always appear.

**Conveyance:** This definition is variable and will appear if applicable.

**Covered Activity:** This definition is variable and will appear if applicable.

**Deductible:** This definition is variable and will appear if applicable.

**Dismemberment:** This definition is variable and will appear if applicable.

**Domestic Partner:** This definition is variable and will appear if applicable.

- The age will vary according to the legal age of consent.
- The time limit for living together will vary from 6 months to 1 year.

**Elimination Period:** This definition is variable and will appear if applicable.

**Hazard:** This definition will always appear.

**Home Alteration:** This definition is variable and will appear if applicable.

**Hospital:** This definition is variable and will appear if applicable.

**Immediate Family Member:** This definition will always appear.

**Institution of Higher Learning:** This definition is variable and will appear if applicable.

**Insured Person:** This definition will always appear.

**Leased Aircraft:** This definition will always appear. The range of time for the short term lease will be from one to four weeks or from one to four trips.

**Loss:** This definition will always appear. Items 1 through 4 will appear as shown or be deleted in their entirety at the request of the policyholder.

**Loss of Foot:** This definition is variable and will appear if applicable.

**Loss of Hand:** This definition is variable and will appear if applicable.

**Loss of Hearing:** This definition is variable and will appear if applicable.

**Loss of Life:** This definition is variable and will appear if applicable.

**Loss of Sight:** This definition is variable and will appear if applicable.

**Loss of Sight of One Eye:** This definition is variable and will appear if applicable.

**Loss of Speech:** This definition is variable and will appear if applicable.

**Loss of Thumb and Index Finger:** This definition is variable and will appear if applicable.

**Medical Expense:** This definition is variable and will appear if applicable.

**Medical Release:** This definition is variable and will appear if applicable.

**Medical Services:** This definition is variable and will appear if applicable.

**Medically Necessary:** This definition is variable and will appear if applicable.

**Operated Aircraft:** This definition will always appear.

**Other Plan:** This definition is variable and will appear if applicable.

**Owned Aircraft:** This definition will always appear.

**Paraplegia:** This definition is variable and will appear if applicable.

**Partial Disability or Partially Disabled:** This definition is variable and will appear if applicable. The number of activities of daily living will range from one to three.

**Permanent Total Disability or Permanently Totally Disabled:** This definition is variable and will appear if applicable.

**Physician:** This definition will always appear although items 3) and 4) may be deleted if requested by the policyholder.

**Policyholder:** This definition will always appear.

**Private Passenger Automobile:** This definition is variable and will appear if applicable. The seating capacity will range from 9 to 15.

**Proof of Loss:** This definition will always appear.

**Psychological Therapy:** This definition is variable and will appear if applicable.

**Quadriplegia:** This definition is variable and will appear if applicable.

**Reasonable and Customary Charge:** This definition is variable and will appear if applicable.

**Rehabilitation:** This definition is variable and will appear if applicable.

**Rehabilitation Expense:** This definition is variable and will appear if applicable.

**Repetitive Motion Injury:** This definition is variable and will appear if applicable.

**Spouse:** This definition will always appear.

**Total Disability:** This definition is variable and will appear if applicable.

**Vehicle Modification:** This definition is variable and will appear if applicable.

**Vocational Training Expense:** This definition is variable and will appear if applicable.

**War:** This definition will always appear.

**We, Us and Our:** This definition will always appear.

## **Contract – Section VI -General Provisions**

**The following General Provisions will appear as shown unless otherwise indicated.**

Addition of New Insured Persons

Arbitration: This will appear unless prohibited by law.

Benefit Assignment

Beneficiary

Cancellation, Non-Renewal and Grace Period:

- The grace period will range from 31 to 90 days at the policyholder's request. It will never be less than 31.
- The cancellation and non-renewal notice periods will range from 31 to 180 days at the policyholder's request. It will never be less than any state mandated period.
- The earned premium will be computed on a pro-rata or short rate basis.

Certificate

Changes

Claim Notice

Claim Forms

Claim Proof of Loss

Claim Payment

Claim and Suit Cooperation

Compliance by Policyholder and Insured Person

Conforming to Trade Sanction Laws

Entire Contract and Application

Examination under Oath

Governing Jurisdiction and Conformance with Statutes

Inadvertent Error

Informational and Advertising Material

Legal Action against Us

Liberalization

Other Insurance

Physical Examination and Autopsy

Premium Payment

Premium Provisions

Premium Rate Change: the notice for rate change will range from 31 to 180 days at the policyholder's request, but will never be less than any period required by law.

Records and Audit

Subrogation: This provision is variable and will appear if applicable.

Statements by Policyholder or Insured Person and Incontestability

Titles of Paragraphs

Workers' Compensation



## **Statement of Variables for Change Endorsement (CA 1001)**

This form will be used to provide the following administrative changes:

Change of Policyholder or Broker Name and address

Benefit amount change

Change to a class description

Cancellation or renewal of the policy

It will also be used to change the variable sections of the policy using the language approved by the Department.

**FEDERAL INSURANCE COMPANY  
BLANKET ACCIDENT PROGRAM  
ARKANSAS NEW FORMS LISTING**

**Effective Date: Upon Approval**

CA5000	Catastrophic Accident Insurance Policy
CA5001	Table of Contents
	Insuring Agreement
CA5002	Section I – Policyholder Information
CA5004	Section II - Policy Period and Company
	Premium Summary
CA5006	Section I – Premium Due Date Section II – Premium Payment
	Schedule of Benefits
CA6000	Policyholder Name
	Section I – Insured Persons
CA6002	Paragraph 1
CA6004	Paragraph 2
CA6010	Section II – Hazards
	Section III - Benefits
CA6016	Accidental Loss of Life and Dismemberment
CA6027	Catastrophic Accident Cash
CA6040	Catastrophic Accident Medical Expense
CA6064	Catastrophic Accident Lump Sum Permanent Total Disability
CA6068	Catastrophic Accident Monthly Permanent Total Disability
CA6062	Catastrophic Accident Partial Disability
CA6050	Home Alteration or Vehicle Modification
CA6077	Vocational Training Expense
	Section IV – Aggregate Limit of Liability
CA6088	Paragraph 1
CA6090	Paragraph 2
	HAZARD
CA5529	Covered Activity Hazard
	CONTRACT
	Section I – Insurance
CA5010	Accidental Loss of Life and Dismemberment
CA5019	Catastrophic Accident Cash
CA5030	Catastrophic Accident Medical Expense
CA5054	Catastrophic Accident Lump Sum Permanent Total Disability
CA5058	Catastrophic Accident Monthly Permanent Total Disability
CA5052	Catastrophic Accident Partial Disability
CA5040	Home Alteration or Vehicle Modification
CA5078	Vocational Training Expense
	Section II – Eligibility, Effective Date and Termination
CA5080	Eligibility
CA5082	Effective Date of Insurance for an Insured Person
CA5084	Termination of Insurance for an Insured Person
CA5094	Section III – Territory
	Section IV – General Exclusions
CA5095	Owned Aircraft, Leased Aircraft or Operated Aircraft
CA5098	Aircraft Pilot or Crew

CA5101	Cosmetic Surgery
CA5102	Disease or Illness
CA5099	Extreme Sports
CA5104	Illegal Acts
CA5106	Incarceration
CA5108	Intoxication
CA5110	Intoxication – Vehicular
CA5111	Medical Release
CA5112	Narcotic Exclusion
CA5113	Operation of a Motor Vehicle Without a License
CA5115	Participation in Organized Sports
CA5114	Participation in a Race or Speed Contest
CA5117	Rocket Propelled or Rocket Launched Conveyance
CA5119	Rule Violation
CA5116	Service in the Armed Forces
CA5118	Specialized Aviation
CA5120	Suicide or Intentional Injury
CA5126	War
	Section V – Definitions
CA5600	Accident or Accidental
CA5602	Accidental Bodily Injury
CA5608	Activities of Daily Living
CA5612	Benefit Amount
CA5629	Brain Death
CA5628	Class
CA5632	Coma
CA5648	Company
CA5650	Conveyance
CA5652	Covered Activity
CA5667	Deductible
CA5669	Dismemberment
CA5666	Domestic Partner
CA5670	Elimination period
CA5696	Hazard
CA5706	Home Alteration
CA5712	Hospital
CA5716	Immediate Family Member
CA5724	Institution of Higher Learning
CA5728	Insured Person
CA5730	Leased Aircraft
CA5732	Loss
CA5734	Loss of Foot
CA5736	Loss of Hand
CA5738	Loss of Hearing
CA5740	Loss of Life
CA5742	Loss of Sight
CA5744	Loss of Sight of One Eye
CA5748	Loss of Speech
CA5750	Loss of Thumb and Index Finger
CA5752	Medical Expense
CA5757	Medical Release
CA5760	Medical Services
CA5758	Medically Necessary

CA5768	Operated Aircraft
CA5770	Other Plan
CA5772	Owned Aircraft
CA5774	Paraplegia
CA5776	Partial Disability or Partially Disabled
CA5778	Permanent Total Disability or Permanently Totally Disabled
CA5782	Physician
CA5786	Policyholder
CA5793	Private Passenger Automobile
CA5794	Proof of Loss
CA5796	Psychological Therapy
CA5798	Quadriplegia
CA5804	Reasonable and Customary Charge
CA5800	Rehabilitation
CA5802	Rehabilitation Expense
CA5609	Repetitive Motion Injury
CA5828	Spouse
CA5846	Total Disability
CA5856	Vehicle Modification
CA5857	Vocational Training Expense
CA5858	War
CA5860	We, Us and Our
	Section VI – General Provisions
CA5150	Addition of New Insured Persons
CA5156	Arbitration
CA5154	Benefit Assignment
CA5158	Beneficiary
CA5160	Cancellation, Non-Renewal and Grace Period Paragraph A) Grace Period
CA5162	Cancellation, Non-Renewal and Grace Period Paragraph B) Cancellation, Non-renewal
CA5164	Certificate
CA5166	Changes
CA5170	Claim Notice
CA5172	Claim Forms
CA5174	Claim Proof of Loss
CA5176AR	Claim Payment
CA5178	Claim and Suit Cooperation
CA5168	Compliance by Policyholder and Insured Person
CA5171	Conforming to Trade Sanction Laws
CA5182	Entire Contract and Application
CA5183	Examination Under Oath
CA5184	Governing Jurisdiction and Conformance with Statutes
CA5186	Inadvertent Error
CA5188	Informational and Advertising Material
CA5190	Legal Action Against Us
CA5192	Liberalization
CA5199	Other Insurance
CA5193	Physical Examination and Autopsy
CA5196	Premium Payment
CA5197	Premium Provisions
CA5198	Premium Rate Change
CA5204	Records and Audit
CA5207	Subrogation

CA5206	Statements by Policyholder or Insured Person and Incontestability
CA5208	Titles of Paragraphs
CA5210	Workers' Compensation
CA5000AR-DOC	Accident-Only Hospital Cash Insurance Description of Coverage
CA 1001	Endorsement
CA3000	Application
4029	Arkansas Guaranty Association Notice
4030	Consumer Information Notice

<i>SERFF Tracking Number:</i>	<i>CLTR-126985496</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>47784</i>
<i>Company Tracking Number:</i>	<i>CA5000 AR F</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident/</i>		

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
01/25/2011	Form	Accident-Only Hospital Cash Insurance Description of Coverage	03/09/2011	AR Catastrophic Accident DOC (1.25.11 Clean).pdf (Superseded)

# Accident-Only Hospital Cash Insurance

**Underwritten by:**  
**Federal Insurance Company,**  
a member insurer of the Chubb Group of  
Insurance Companies

15 Mountain View Road, PO Box 1615  
Warren, NJ 07061-1615

**Administered by:**  
[Insert  
Contact Info  
Here]

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## Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, [1234-56-78], which can be obtained from the Policy Administrator.

**POLICYHOLDER:** [ABC, INC.]

**GROUP POLICY NO.:** [1234-56-78]

**CLASS DESCRIPTION:** [All students of the Policyholder]

**EFFECTIVE DATE OF INSURANCE** – Insurance becomes effective on the latest of 1) the effective date of the policy which is [August 1, 2009], 2) the date on which a person first meets the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

**DATE INSURANCE ENDS** - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for an Insured Person's insurance, 3) the date on which an Insured Person ceases to meet the eligibility criteria.

### WHEN COVERAGE APPLIES

Coverage applies while participating in Covered Activities.

### BENEFITS

**[Accidental Death and Dismemberment]** pays the applicable Benefit Amount shown if an Accident results in a covered Loss. The covered Loss must occur within one year of the Accident. Your Benefit Amount is [\$100,000]. **100%** of the Benefit Amount is payable for Accidental: Loss of Life; Loss of Speech and Loss of Hearing; Loss of Speech and one of: Loss of Hand, Foot or Sight of One Eye; Loss of Hearing and one of: Loss of Hand, Foot or Sight of One Eye; Loss of both Hands, both Feet, Loss of Sight or any combination thereof. **50%** of the Benefit Amount is payable for Accidental: Loss of Hand, Foot or Sight of One Eye (any one of each); Loss of Speech or Loss of Hearing. **25%** of the Benefit Amount is payable for Accidental: Loss of Thumb and Index Finger of the same hand.

**Disappearance:** If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy. **Exposure:** If an Accident resulting from an insured Hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy. ]

**[Catastrophic Accident Cash]** pays the [initial] Benefit Amount of [\$50,000], after an Elimination Period of [180 days], for Catastrophic Accident Cash if an Accident results in an Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia. The covered Loss must occur within [180 days] after the Accident. [We will pay the [monthly] [annual] Benefit Amount of [\$1,000] Catastrophic Accident Cash beginning one [month] [year] after the elimination period of [180 days]. The [Monthly] [Annual] Benefit Amount is payable as long as the Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia continues until the earliest of: 1) the Insured Person dies; 2) the Insured Person's Brain Death, Coma, Paraplegia or Quadriplegia ends; or 3) We have made [60] [monthly][annual] payments.] If an Insured Person has multiple Losses as the result of one Accident, then We will pay only one Benefit Amount applicable to the Losses suffered.]

**[Catastrophic Accident Medical Expense]** reimburses up to [\$500,000] for Catastrophic Accident Medical Expense if an Insured Person incurs Medical Expenses due to a covered Accident.. The Benefit Amount is subject to a [\$25,000] deductible. The Medical Expense used to satisfy the deductible must be incurred within [2 years] of the Accident or no Medical Expenses will be reimbursed under this benefit. The benefit is payable only for Medical Expenses incurred within [5 years] after the date of the accident. [If, due to a covered Accident, an Insured Person is not Hospital confined and requires Rehabilitation, our payment for such Rehabilitation and the office visits associated with the Rehabilitation will not exceed [\$25,000]. The Benefit Amount for Catastrophic Accident Medical Expense is payable on an excess

basis. We will determine the Reasonable and Customary Charge for the covered Medical Expense. We will then reduce that amount by amounts already paid or payable by any Other Plan. We will pay the resulting amount but in no event will we pay more than [\$500,000]. The Benefit Amount for Catastrophic Accident Medical Expense does not apply to charges and services: 1) for which an Insured Person has no obligation to pay; 2) for any injury where worker's compensation benefits or occupational injury benefits are payable; 3) for treatment by a person employed or retained by the Policyholder; 4) for any injury occurring while fighting, except in self-defense; 5) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or 6) for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an Accidental Bodily Injury. This insurance applies only to Medical Necessary charges and services. The Benefit Amount for Catastrophic Accident Medical Expense is payable in addition to any other applicable Benefit Amounts under this policy.]

**[Catastrophic Accident Lump Sum Permanent Total Disability]** pays a maximum benefit amount of [\$500,000] after an Elimination Period of [365 days] if an Accidental Bodily Injury causes and Insured Person to suffer Permanent Total Disability. [We will reduce the Accidental Loss of Life Benefit Amount payable under this policy by the Benefit Amount paid for Catastrophic Accident Lump Sum Permanent Total Disability (Lump Sum).] Insurance for Catastrophic Accident Lump Sum Permanent Total Disability does not apply to persons age [70] or older on the date of the Accident. If an Insured Person received payment under the Catastrophic Accident Partial Disability benefit and becomes Permanently Totally Disabled as a result of the same Accident, then any benefit payable under this Catastrophic Accident Lump Sum Permanent Total Disability Benefit will be reduced by the monthly Benefit Amounts already paid for the Catastrophic Accident Partial Disability benefit.]

**[Catastrophic Accident Monthly Permanent Total Disability]** pays a monthly Benefit Amount of [\$1,000] up to [\$500,000] after an Elimination Period of [365 days] if an Accidental Bodily Injury causes an Insured Person to suffer Permanent Total Disability. The Permanent Total Disability must be continuous during the period for which the Benefit Amount is payable. The Monthly Benefit Amount for Catastrophic Accident Monthly Permanent Total Disability will be made until the earliest of the date: 1) the Insured Person dies; 2) the Insured Person no longer has a Permanent Total Disability; or 3) on which total payments made for Permanent Total Disability equal the Catastrophic Accident Monthly Permanent Total Disability maximum Benefit Amount of [\$500,000]. [We will reduce the Accidental Loss of Life Benefit Amount payable under this policy by any Monthly Benefit Amounts for Catastrophic Accident Monthly Permanent Total Disability already paid.] Insurance for Catastrophic Accident Monthly Permanent Total Disability does not apply to person age [70] or older on the date of the Accident. If an Insured Person receives payment under the Catastrophic Accident Partial Disability benefits of this policy and becomes Totally Disabled as a result of the same Accident, then any benefit payable under this Catastrophic Accident Monthly Permanent Total Disability benefit will be reduced by the monthly Benefit Amounts already paid for the Catastrophic Accident Partial Disability benefit.]

**[Catastrophic Accident Partial Disability]** pays a monthly Benefit Amount of [\$1,000] up to [\$13,000] after an Elimination Period of [365 days] if an Insured Person is Partially Disabled due to an Accidental Bodily Injury. The Benefit Amount for Catastrophic Accident Partial Disability will be made until the earliest of the date: 1) the Insured Person no longer has a Partial Disability; or 2) on which total payments for Partial Disability equal the Catastrophic Accident Partial Disability maximum Benefit Amount of [\$13,000]. [We will reduce the Accidental Loss of Life Benefit Amount payable under this policy by any Monthly Benefit Amounts for Catastrophic Accident Partial Disability already paid.]

**[[Home Alteration][or][Vehicle Modification]** reimburses charges up to [\$25,000] for [Home Alteration] [or] [Vehicle Modification] if a covered Loss [or Dismemberment] due to an Accidental Bodily Injury requires and Insured Person to incur expenses for [Home Alteration] [or] [Vehicle Modification]. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is only payable if a covered Accident results in an Insured Person incurring Medical Expenses of [\$25,000] within [2 years] after the date of the Accident. The expenses for [Home Alteration] [or] [Vehicle Modification] must be incurred within [5 years] after the Accidental Bodily Injury. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is payable if: 1) a Physician certifies that the [Home Alteration] [or] [Vehicle Modification] is needed to accommodate a physical disability of an Insured Person; 2) the [Home Alteration] [or] [Vehicle Modification] is made by people experienced in such [Home Alteration] [or] [Vehicle Modification]; 3) the [Home Alteration] [or] [Vehicle Modification] is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and 4) the [Home Alteration] [or] [Vehicle Modification] expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is payable to the natural person who incurs the expense. The Benefit Amount for [Home Alteration] [or] [Vehicle Modification] is payable in addition to any other applicable Benefit Amounts under this policy. [In no event will the total payments for [Home Alteration] [or] [Vehicle Modification] exceed [\$50,000]]. ]

**[Vocational Training Expense]** reimburses up to [\$50,000] for Vocational Training Expenses if an Insured Person suffers a covered Loss [or Dismemberment] due to an Accidental Bodily Injury. The Benefit Amount for Vocational Training Expense is only payable if a covered Accident results in an Insured Person incurring Medical Expenses of [\$25,000] within [2 years] after the Accident. The Benefit Amount for Vocational Training Expense is payable in addition to any other applicable Benefit Amounts under this policy. The Benefit Amount for Vocational Training Expense is payable to the natural person who incurs the expense. We will pay the Benefit Amount for Vocational



Training Expense until the earliest of the date on which: 1) the total Vocational Training Expense Benefit Amount has been paid; or 2) [5 years] have elapsed from the date of the Accidental Bodily Injury. In no event will Our total payment for Vocational Training Expense exceed [\$50,000]. ]

## EXCLUSIONS

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing the insurance. In addition no benefits will be paid for any Accident, Accidental Bodily Injury [or] Loss[, Loss of Life [or Dismemberment] caused by or resulting from any of the following: 1) an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the Policyholder or on the Policyholder's behalf; or b) operated by an employee of the Policyholder on the Policyholder's behalf; 2) an Insured Person's cosmetic surgery; 3) an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment or diagnosis thereof (This exclusion doesn't apply to bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria); 4) any occurrence while an Insured Person is incarcerated after conviction; 5) ) an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority (This exclusion does not apply to the first [60] consecutive days of active military service with the armed forces of any country or established international authority); 6) an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; 7) a declared or undeclared War [Declared or Undeclared War does not include acts of Terrorism]. [8)] an Insured Person entering or exiting any aircraft while acting or training as a pilot or crew member (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency); [9)] [an Insured Person's participation in scuba diving to depths of more than 100 feet, skydiving, hang-gliding, para-gliding, parascending other than over water, bungee jumping, mountaineering or rock climbing normally requiring the use of guides or ropes, or caving;] [10)] [an Insured Person's commission or attempted commission of any illegal act including but not limited to any felony;] [11)] [an Insured Person being intoxicated at the time of an accident. (Intoxication is defined by the laws of the jurisdiction where such accident occurs.);] [12)] [an Insured Person being intoxicated, while operating a motorized vehicle at the time of an accident. (Intoxication is defined by the laws of the jurisdiction where such accident occurs.);] [13)] [an Insured Person participating in a Covered Activity without a Medical Release if a Medical Release is required for the Covered Activity;] [14)] [an Insured Person being under the influence of any narcotic or other controlled substance at the time of an accident. (This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.);] [15)] [an Insured Person operating a motor vehicle without the required license to operate the motor vehicle in the jurisdiction where the Accident occurs;] [16)] an Insured Person being engaged in or participating in [professional][.] [club][.] [intercollegiate] [or] [interscholastic] sports; [17)] [an Insured Person being in or participating in a motorized vehicular race or speed contest;] [18)] [an Insured Person traveling or flying on any rocket propelled or rocket launched conveyance;] [19)] [an Insured Person participating in a Covered Activity conducted in violation of the rules of the applicable governing body or the Policyholder;] [20)] [an Insured Person traveling or flying on any aircraft that is in a category listed by the Federal Aviation Administration as requiring a Special Airworthiness Certificate. This exclusion applies regardless of whether or not the Special Airworthiness Certificate has been issued and regardless of whether the Insured Person is on such aircraft within or outside of the United States of America. (This exclusion does not apply to an aircraft that is in a category listed by the Federal Aviation Administration as requiring a Primary Special Airworthiness Certificate.);].

## DEFINITIONS

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 3) occurs while the Insured Person is insured under this policy which is in-force; and 4) is the direct cause of loss. **Accidental Bodily Injury** means bodily injury which: 1) is Accidental; 2) the direct cause of a loss; and 3) occurs while an Insured Person is insured under this policy, which is in force. [Accidental Bodily Injury does not mean Repetitive Motion Injury.] **Activities of Daily Living** means eating, toileting, transferring, bathing, dressing, continence.] **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident during the policy period; 2) to an Insured Person; and 3) for an applicable Hazard. **Brain Death** means the irreversible end of all electrical activity of the brain even if life support equipment keeps the body's metabolic processes working.] **Coma** means a profound state of unconsciousness, as determined by a Physician according to the Glasgow Coma Scale, from which the Insured Person cannot be aroused to consciousness even by painful stimulation.] **Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.] **Covered Activity** means all those activities set forth for which an Insured Person is insured under this policy: 1) [All [activities] on [or off] the Policyholder's premises, which are supervised [and] [or] sponsored by the Policyholder. 2) [All [sporting activities] on [or off] the Policyholder's premises, which are supervised [and] [or] sponsored by the [Policyholder] [sports league]. 3) [Travel directly to and from the activities noted above if such transportation is arranged by the Policyholder. Travel is not included if transportation is in a privately owned vehicle.] 4) [Travel directly to and from the activities noted including transportation in a privately owned vehicle.] **Deductible** means the dollar amount of Medical Expenses that must be incurred as an out-of-pocket expense or satisfied by any Other Plan, or a combination thereof, by each Insured Person and each Accident.] **Dismemberment** means: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger.] **Domestic Partner** means a person designated by an Insured Person who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who: 1) is at least [18] years of age and competent to enter into a contract; 2) is not related to the Insured Person by blood; 3) has exclusively lived with the Insured Person for at least [1 year] prior to the date of enrollment; 4) is not legally married or separated; and 5) as

of the date of enrollment, has with the Insured Person at least two of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or a joint credit card account with a financial institution. Neither the Primary Insured Person nor the Domestic Partner can be married to, nor in a civil union with, anyone else.] **Elimination Period** means the consecutive amount of time that must elapse before a Benefit Amount becomes payable. The Elimination Period begins on the first day of an Insured Person's Loss. Benefit Amounts are not payable, nor do they accrue, during an Elimination Period.] **Home Alteration** means changes to an Insured Person's primary residence that are necessary to make the residence accessible and habitable for such Insured Person.] **Hospital** means a public or private institution which 1) is licensed in accordance with the laws of the jurisdiction where it is located, 2) is accredited by the Joint Commission on Accreditation of Hospitals, 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients, 4) provides organized facilities for diagnosis and medical or surgical treatment, 5) [provides 24-hour nursing care, 6) has a Physician or staff of Physicians, and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.] **Immediate Family Member** means an Insured Person's: 1) Spouse [or Domestic Partner]; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces or nephews. Immediate Family member also means a Spouse's [or Domestic Partner's] children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. **Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the 12<sup>th</sup> grade.] **Insured Person** means a person, qualifying as a Class member: 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Loss** means Accidental: [Brain Death] [Coma] [Quadriplegia] [Paraplegia] [Loss must occur within 180 days] after the Accident]. **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Loss of Hand** means complete severance, as determined by a Physician, of at least four fingers at or above the metacarpal phalangeal joint on the same hand or at least three fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician.] **Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident.] **Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician.] **Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a Physician.] **Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician.] **Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Medical Expense** means the Reasonable and Customary Charges for Medical Services for the care and treatment of Accidental Bodily Injuries sustained in an Accident.] **Medically Necessary** means a medical or dental service, supply or course of treatment which: 1) is ordered or prescribed by a Physician; 2) is appropriate and consistent with the patient's diagnosis; 3) is in accord with current accepted medical or dental practice; and 4) could not be eliminated without adversely affecting the patient's condition.] **Medical Release** means written permission by a Physician for an Insured Person to participate in the Covered Activity.] **Medical Services** means Medically Necessary services, including but not limited to: 1) medical care and treatment by a Physician; 2) Hospital room and board and Hospital care, both inpatient and outpatient; 3) drugs and medicines required and prescribed by a Physician; 4) diagnostic tests and x-rays prescribed by a Physician; 5) transportation of an Insured Person in an emergency transportation vehicle from the location where such Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained; 6) dental care and treatment due to Accidental Bodily Injury; 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy; 8) treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required; 9) rental of durable medical equipment; 10) artificial limbs and other prosthetic devices; 11) orthopedic appliances or braces.] **Other Plan** means any other insurance or payment source for Medical Services or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance or coverage provided or required by any law or statute, including automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan or similar benefit provided or required by governmental plan or program.] **Paraplegia** means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than [365 days] as determined by a Physician approved by Us.] **Partial Disability or Partially Disabled** means that an Insured Person, as determined by a Physician: 1) has suffered a Loss or Dismemberment; and 2) is unable to perform [1] Activity of Daily Living.] **Permanent Total Disability or Permanently Totally Disabled** means Total Disability that: 1) continues without interruption during, and subsequent to, the Elimination Period; and 2) is reasonably expected, in the opinion of a Physician approved by Us, to continue without interruption and without expectation of full or partial recovery for the rest of an Insured Person's life.] **Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include 1) the Insured Person, 2) an Immediate Family Member, 3) the Insured Person's employer or business partner, or 4) the Policyholder. **Policyholder** means the entity identified in the Insuring Agreement.] **Private**

**Passenger Automobile** means a four-wheeled motor vehicle with a maximum seating capacity of nine people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.] **Proof of Loss** means written evidence acceptable to Us that an Accident, Accidental Bodily Injury or Loss has occurred. **Psychological Therapy** means Medically Necessary counseling for a mental or nervous disorder by a Physician, whether on an out-patient basis, in Hospital or any other medical facility licensed to provide such treatment.] **Quadriplegia** means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than [365 days] as determined by a Physician.] **Reasonable and Customary Charge** means the lesser of: 1) the usual charge made by Physicians or other health care providers for a given service or supply; or 2) the charge We reasonably determine to be the prevailing charge made by Physicians or other health care providers for a given service or supply in the geographical area where it is furnished.] **Rehabilitation** means treatment other than Psychological Therapy that takes place under the direction of a Physician and is provided: 1) by a therapist licensed, registered or certified to perform such treatment; or 2) in a Hospital or other facility, which is licensed to provide such treatment.] **Rehabilitation Expense** means Reasonable and Customary Charges for Rehabilitation.] **Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splint, Osgood Schlatter Disease, Chondromalacia, tendonitis and Carpal Tunnel Syndrome.] **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which the Insured Person resides.] **Total Disability** means that Accidental Bodily Injury solely and directly: 1) results in an Insured Person's Loss or Dismemberment; 2) prevents an Insured Person from performing [3] Activities of Daily Living; 3) causes a condition which is medically determined by a Physician to be of continuous and indefinite duration; and 4) requires the continuous care of a Physician unless the Insured Person has reached his or her maximum point of recovery.] **Vehicle Modification** means changes, including but not limited to installation of equipment to a Private Passenger Automobile accessible to or drivable to an Insured Person.] **Vocational Training** means the actual costs incurred for tuition, fees, room and board billed by an Institution of Higher Learning for training that is intended to prepare and Insured Person for work in any gainful occupation or employment for compensation or profit. Vocational Training Expense includes costs for required books or course supplies.] **War** means 1) hostilities following a formal declaration of war by a governmental authority; 2) in the absence of a formal declaration of War by a governmental authority armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **We, Us and Our** means Federal Insurance Company.

### BENEFICIARY

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) the Insured Person's spouse or domestic partner, b) in equal shares to the Insured Person's children, c) in equal shares to the Insured Person's parents, d) in equal shares to the Insured Person's brothers and sisters, e) the Insured Person's estate. Any Benefit Amount payable due to the Loss of Life of a dependent child will be paid to the Insured Person, absent any beneficiary designation by the dependent child. If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian. All other benefits will be paid to the Insured Person or the Insured Person's designee, or unless otherwise noted.

### CLAIM PROVISIONS

**Claim Notice:** Written Claim Notice must be given to Us or any of Our brokers or appointed agents within 20 days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Claim Notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send the Insured Person or the Insured Person's designee, within 15 days, forms for giving Proof of Loss to Us. If the Insured Person or the Insured Person's designee does not receive the forms, then the Insured Person or an Insured Person's designee should send Us a written description of the loss. This written description should include information detailing the occurrence, type and extent of the loss for which the claim is made. **Claim Proof of Loss:** For claims involving disability, complete proof of loss must be given to us within 30 days after commencement of the period for which We are liable. Subsequent written proof of the continuance of such disability must be given to us at such intervals as we may reasonably require. For all claims except those involving disability, complete proof of loss must be given to Us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one year after the deadline to submit complete proof of loss, except in cases where the claimant lacks legal capacity. **Claim Payment:** For payments payable involving disability, We will pay the applicable Benefit Amount no less frequently than monthly during the period for which we are liable. All payments are subject to receipt of complete proof of loss. For all benefits payable under this policy other than for disability, We will pay the Insured Person or beneficiary the applicable Benefit Amount immediately upon receipt of complete proof of loss if the Insured Person, the Policyholder and the beneficiary, where applicable, have complied with all the terms of this policy.

### HOW TO FILE A CLAIM

To obtain a claim form contact the Policy Administrator or go to Our website ([www.chubb.com](http://www.chubb.com)), click on "Report a Loss", click on "accident and Health", select the appropriate claim form and print. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: CHUBB GROUP OF INSURANCE COMPANIES, CLAIMS SERVICE CENTER, 600 INDEPENDENCE PARKWAY, P.O. BOX 4700, CHESAPEAKE, VA 23327-4700, Fax Number 1-800-300-2538.

#### **GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES**

Any terms of this Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.